State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, April 8, 2025, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Jeremy Hensley, Commissioner Michael Garrison, Commissioner Bill Briggs, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley. Commissioner Alan Wyatt was not in attendance.

The meeting was called to order at 7:07 p.m. by Chairman Wechtel and the flag was presented by Sargent Scott Lunsford and the Hot Springs Elementary Flag Team with the Pledge of Allegiance and moment of silence observed.

Agenda Item 1: Agenda Approval

County Manager Rod Honeycutt requested to amend the agenda as follows:

- Item 5-NC Department of Commerce Rural Building Reuse and Infrastructure Application and Resolution
- Move each subsequent item down

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to approve the amended agenda. (Attachment 1.1)

Agenda Item 2: Consent Agenda

a. **Tax Refunds and Releases** (Attachment 2.1)
b. **Annual Settlement 2023 Taxes** (Attachment 2.2)
c. **Order of Collections 2024 Taxes** (Attachment 2.3)
d. **Designation of Applicant's Agent Resolution North Carolina Division of Emergency Management** (Attachment 2.4)
e. **Hot Springs Library Property Lease Agreement** (Attachment 2.5)
f. **COPS Grant Funding Capital Project Ordinance** (Attachment 2.6)
g. **Resolution in Support of North Carolina Senate Bill 248** (Attachment 2.7)
h. **Hot Springs Library General Contractor Agreement** (Attachment 2.8)
i. **Approval of March 1, 2025 (Special and Recessed) Meeting Minutes; March 11, 2025 (Regular) Meeting Minutes; March 24, 2025 (Special) Meeting Minutes**

Chairman Wechtel read the items contained in the consent agenda into the record.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, with discussion being had by the Board, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Danalee Pipes spoke regarding a County owned building in Marshall
Bryant Lindsey spoke regarding America 250
Connie Molland spoke regarding downtown Marshall businesses reopening

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously that public comment be closed. (Attachment 3.1)

Agenda Item 4: Dustin Burleson, Vaya Health

Mr. Burleson presented a power point and discussed the Vaya Health update with the Board as well as answered questions from members of the Board.

Information discussed included the Tailored Plan, Vaya Total Care, Child and Family Specialty Plan, Hope for NC Grant Program, and counties within the Vaya catchment that have been affected by the Hurricane Helene event.

Agenda Item 5: Brad Guth, Development Services Director

Mr. Guth presented and discussed the NC Department of Commerce Building Reuse Grant and Resolution submitted on behalf of Project Gasout and read the Resolution into the record for consideration of the Board.

Discussion was had by the Board and Mr. Guth regarding updated information for funding amounts contained in the Resolution with counsel being provided by County Attorney Laws and clarification that the updated information including the amount of $3 million, $1.4 million, and $1.6 million would be contained in Paragraph four (4).

Upon motion by Commissioner Garrison and second by Chairman Wechtel, the Board voted unanimously to approve the amended Resolution as we just discussed. (Attachment 5.1)

Agenda Item 6: Kary Ledford, Finance Officer

a. Budget Amendment #10

Ms. Ledford presented and discussed Budget Amendment #10 and answered questions from members of the Board.

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to approve Budget Amendment #10. (Attachment 6.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of March 2025. (Attachment 6.2)

Agenda Item 7: Rod Honeycutt, County Manager

County Manager Honeycutt provided updates and discussed information including construction at the fairgrounds facility and path moving forward at the courthouse and Sprinkle Shelton Building.

a. Hazard Mitigation Grant Program Acquisition/Demolition Project Application

Manager Honeycutt presented and discussed the hazard mitigation program acquisition/demolition project application submitted by the North Carolina Department of Public Safety in consideration of properties that sustained damage from the Hurricane Helene event.

Discussion was had by the Board and Manager Honeycutt. (Attachment 7.1)

b. County Owned Surplus Property

Manager Honeycutt presented and discussed a bid in consideration of County owned surplus property for property identification number 9861-18-6574.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, with discussion being had, the Board voted unanimously to move forward and accept the bid and start the upset bid process.

c. Construction Contract and Notice to Proceed Marshall Water Project

Manager Honeycutt presented and discussed the proposed construction contract and notice to proceed for the Highway 213 Marshall Water Project and took questions from members of the Board.

Upon motion by Commissioner Garrison and second by Chairman Wechtel, the Board voted unanimously to approve the second half of the Highway 213 water improvement contract. (Attachment 7.3)

d. County Board Appointments

Discussion was had regarding the Library Board of Trustees. Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to appoint Elizabeth Ayers to a three-year term.

Discussion was had regarding the Transportation Advisory Board. Upon motion by Chairman Wechtel and second by Commissioner Briggs, the Board voted unanimously to reappoint Tommy Justus.

e. Opioid Litigation Update, f. HCA Litigation Update

Counsel was provided by County Attorney Laws regarding items for closed session. Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to enter into closed session for N.C.G.S. 143-318.11(a)(3) for attorney-client privilege and 143-318.11(a)(6) for personnel at 7:49 p.m.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to return to open session at 8:13 p.m.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to amend tonight's agenda to include a closed session discussion for personnel.

Upon motion by Chairman Wechtel and second by Commissioner Briggs, with discussion being had by the Board and counsel being provided by Attorney Laws, the Board voted unanimously to return back to closed session pursuant to N.C.G.S. 143-318.11 (a)(6) at 8:14 p.m.

Upon motion by Vice-Chairman Hensley and second by Commissioner Briggs, the Board voted unanimously to return to open session at 9:30 p.m.

Agenda Item 8: Adjournment

Upon motion by Commissioner Briggs and second by Commissioner Garrison, the Board voted unanimously to adjourn at 9:31 p.m.

This the 8th day of April 2025.

MADISON COUNTY

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
April 8, 2025

Attachment 11

7:00 P.M. Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval

2. Consent Agenda
   a. Tax Refunds and Releases
   b. Annual Settlement 2023 Taxes
   c. Order of Collections 2024 Taxes
   d. Designation of Applicant's Agent Resolution North Carolina Division of Emergency Management
   e. Hot Springs Library Property Lease Agreement
   f. COPS Grant Funding Capital Project Ordinance
   g. Resolution in Support of North Carolina Senate Bill 248
   h. Hot Springs Library General Contractor Agreement
   i. Approval of March 1, 2025 (Special and Recessed) Meeting Minutes; March 11, 2025 (Regular) Meeting Minutes; March 24, 2025 (Special) Meeting Minutes

3. Public Comment

4. Dustin Burleson, Vaya Health
   Vaya Health Update

5. Brad Guth, Development Services Director
   NC Department of Commerce Rural Building Reuse and Infrastructure Application and Resolution

6. Kary Ledford, Finance Officer
   a. Budget Amendment #10
   b. Financial Report

7. Rod Honeycutt, County Manager
   a. Hazard Mitigation Grant Program Acquisition/Demolition Project Application
   b. County Owned Surplus Property
   c. Construction Contract and Notice to Proceed Marshall Water Project
   d. County Board Appointments
   e. Opioid Litigation Update
   f. HCA Litigation Update

8. Adjournment

Date run: 4/3/2025 3:49:50 PM

Data as of: 4/2/2025 7:09:29 PM

TR-304 Bill Release Report

NCPTS V4

Attachment 2.1

Report Parameters:

Release Date Start: **3/1/2025**

Release Date End: **4/1/2025**

Tax District: **ALL**

Default Sort-By: **Bill #,Taxpayer Name,Release Date,Billing Date,Operator ID, Release Amount**

Grouping: **No Grouping**

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount($)	Release Amount($)	Bill Amount after
0000001175-2024-2024-0000-00-REG	HELLGETH, DOMINIQUE	11/1/2024	Landfill error	JESSICA WEST	3/6/2025	394.08	180.00	214.08
0000001216-2024-2024-0000-00-REG	EDWARDS, WARREN	11/1/2024	Landfill error	JESSICA WEST	3/6/2025	537.17	180.00	357.17
0000002717-2024-2024-0000-00-REG	CLARK, SHANE	11/1/2024	Landfill error	JESSICA WEST	3/14/2025	1,005.02	360.00	645.02
0000004057-2024-2024-0000-00-REG	ROBINSON, KAREN GUTHERIE	11/1/2024	Landfill error	JESSICA WEST	3/5/2025	1,199.20	180.00	1,019.20
0000005004-2023-2023-0000-00-REG	RANDALL, JANIE W.	9/28/2023	Landfill error	APRIL	3/21/2025	938.51	180.00	758.51
0000005841-2024-2024-0000-00-REG	BRIGGS, CLARENCE	11/1/2024	FORMAL	APRIL	3/20/2025	2,370.00	295.20	2,074.80
0000006310-2020-2020-0000-01-REG	WHITT, BETTY M.	9/21/2020	Duplication	APRIL	3/4/2025	675.07	675.07	0.00
0000007444-2024-2024-0000-00-REG	GRAHAM, RAY SANFORD	11/1/2024	Landfill error	JESSICA WEST	3/4/2025	1,717.75	180.00	1,537.75
0000007847-2024-2024-0000-00-REG	MURRAY, DON L.	11/1/2024	FORMAL	APRIL	3/17/2025	1,193.81	78.71	1,115.10
0000008020-2024-2024-0000-01-REG	BANKS, GAIL	11/1/2024	FORMAL	APRIL	3/16/2025	2,109.16	1,000.68	1,108.48
0000008020-2024-2024-0000-01-REG	BANKS, GAIL	11/1/2024	FORMAL	APRIL	3/16/2025	1,108.48	180.00	928.48
0000008057-2024-2024-0000-00-REG	CHANDLER, ELMER & JESSIE	11/1/2024	FORMAL	JESSICA WEST	3/4/2025	2,136.09	526.22	1,609.87
0000008058-2024-2024-0000-00-REG	CHANDLER, ELMER & JESSIE	11/1/2024	FORMAL	JESSICA WEST	3/4/2025	1,173.30	344.78	828.52
0000008153-2020-2020-0000-00-REG	ANDERS, BILLY CHARLES	9/21/2020	Landfill error	JESSICA WEST	3/14/2025	762.45	180.00	582.45
0000008154-2020-2020-0000-00-REG	ANDERS, BILLY CHARLES	9/21/2020	Landfill error	JESSICA WEST	3/14/2025	971.85	180.00	791.85
0000008388-2024-2024-0000-00-REG	CABASSA, ROSANNE	11/1/2024	FORMAL	APRIL	3/16/2025	97.44	68.21	29.23
0000008857-2024-2024-0000-00-REG	INGLE, LARRY	11/1/2024	FORMAL	APRIL	3/31/2025	1,839.44	974.41	865.03
0000009662-2024-2024-0000-00-REG	SORENSEN, RENATE	11/1/2024	Landfill error	JESSICA WEST	3/5/2025	330.38	180.00	150.38
0000010700-2024-2024-0000-00-REG	THOMAS, SALLY T.	11/1/2024	FORMAL	APRIL	3/17/2025	1,403.39	343.26	1,060.13
0000011028-2024-2024-0000-00-REG	CONSERVING CAROLINA, A NORTH	11/1/2024	Exempt Property	APRIL	3/6/2025	795.25	795.25	0.00
0000011949-2018-2018-0000-00-REG	CUTSHALL, CHARLES	8/15/2018	Not in County	JESSICA WEST	3/13/2025	467.37	467.37	0.00
0000014527-2018-2018-0000-00-REG	SHETLEY, CHRISTOPHER DBA AUTO	8/15/2018	Over Assessment	APRIL	3/4/2025	429.00	356.82	72.18
0000014527-2019-2019-0000-00-REG	SHETLEY, CHRISTOPHER DBA AUTO	9/8/2019	Over Assessment	APRIL	3/4/2025	453.75	377.41	76.34
0000014527-2020-2020-0000-00-REG	SHETLEY, CHRISTOPHER DBA AUTO	9/21/2020	Over Assessment	APRIL	3/4/2025	515.63	446.22	69.41

0000016303-2024-2024-0000-00-REG	BLETHEN, JEANNE V	11/1/2024	FORMAL APPEAL	APRIL BLEMMONS	3/13/2025	154.55	35.97	118.58
0000016742-2020-2020-0000-00-REG	ISACAR, INC.	9/21/2020	Business closed	JESSICA WEST	3/14/2025	2.75	2.75	0.00
0000016742-2021-2021-0000-00-REG	ISACAR, INC.	9/15/2021	Business closed	JESSICA WEST	3/14/2025	2.75	2.75	0.00
0000016760-2022-2022-0000-00-REG	BELLAVIA, SCOTT FRANKLIN	8/21/2022	Sold/Traded	APRIL BLEMMONS	3/17/2025	27.91	27.91	0.00
0000016760-2023-2023-0000-00-REG	BELLAVIA, SCOTT FRANKLIN	9/28/2023	Sold/Traded	APRIL BLEMMONS	3/17/2025	27.91	27.91	0.00
0000016760-2024-2024-0000-00-REG	BELLAVIA, SCOTT FRANKLIN	11/1/2024	Sold/Traded	APRIL BLEMMONS	3/17/2025	21.29	21.29	0.00
0000017366-2023-2023-0000-00-REG	ZACK BALDWIN WOODWORKS	9/28/2023	Business closed	JESSICA WEST	3/5/2025	79.23	79.23	0.00
0000017366-2024-2024-0000-00-REG	ZACK BALDWIN WOODWORKS	11/1/2024	Business closed	JESSICA WEST	3/5/2025	75.53	75.53	0.00
0000017378-2020-2020-0000-00-REG	SQUARED AWAY CONSTRUCTION & EXCAVAT	9/21/2020	Business closed	JESSICA WEST	3/17/2025	82.50	82.50	0.00
0000017378-2021-2021-0000-00-REG	SQUARED AWAY CONSTRUCTION & EXCAVAT	9/15/2021	Business closed	JESSICA WEST	3/17/2025	80.58	80.58	0.00
0000017378-2022-2022-0000-00-REG	SQUARED AWAY CONSTRUCTION & EXCAVAT	8/21/2022	Business closed	JESSICA WEST	3/17/2025	78.79	78.79	0.00
0000017378-2023-2023-0000-00-REG	SQUARED AWAY CONSTRUCTION & EXCAVAT	9/28/2023	Business closed	JESSICA WEST	3/17/2025	92.54	92.54	0.00
0000017378-2024-2024-0000-00-REG	SQUARED AWAY CONSTRUCTION & EXCAVAT	11/1/2024	Business closed	JESSICA WEST	3/17/2025	79.00	79.00	0.00
0000017458-2022-2022-0000-00-REG	DILLIVAN, RONALD LEE JR	8/21/2022	Not in County	JESSICA WEST	3/17/2025	5.19	5.19	0.00
0000017458-2023-2023-0000-00-REG	DILLIVAN, RONALD LEE JR	9/28/2023	Not in County	JESSICA WEST	3/17/2025	5.19	5.19	0.00
0000017458-2024-2024-0000-00-REG	DILLIVAN, RONALD LEE JR	11/1/2024	Not in County	JESSICA WEST	3/17/2025	3.96	3.96	0.00
0000017756-2024-2024-0000-00-REG	SUDS IN THE BUCKET LAUNDROMAT	11/1/2024	Sold/Traded	APRIL BLEMMONS	3/11/2025	154.69	154.69	0.00
0000017797-2024-2024-0000-00-REG	KULA, DAVID P.	11/1/2024	Landfill error	JESSICA WEST	3/10/2025	1,309.18	180.00	1,129.18
0000017811-2024-2024-0000-00-REG	CARNEY, SANDRA K.	11/1/2024	Landfill error	JESSICA WEST	3/6/2025	611.52	360.00	251.52
0000018858-2024-2024-0000-00-REG	ADAMS, DAVID W	11/1/2024	FORMAL APPEAL	APRIL BLEMMONS	3/31/2025	1,611.39	628.63	982.76
0000019627-2020-2020-0000-00-REG	ANDERS, BILLY C.	9/21/2020	Landfill error	JESSICA WEST	3/14/2025	1,946.29	360.00	1,586.29
0000020222-2024-2024-0000-00-REG	SHARPE & BOWMAN, PLLC, A NC PROFESSIONAL LIMITED LIABILITY	11/1/2024	Landfill error	JESSICA WEST	3/5/2025	1,002.89	360.00	642.89
0000288538-2016-2016-0000-00-REG	ALLEN, RUTH J	8/15/2016	Not in County	APRIL BLEMMONS	3/4/2025	193.55	193.55	0.00
0000288542-2015-2015-0000-00-REG	ALLEN, RUTH J	8/15/2015	Not in County	APRIL BLEMMONS	3/4/2025	193.55	193.55	0.00
0000288547-2014-2014-0000-00-REG	ALLEN, RUTH J	8/15/2014	Not in County	APRIL BLEMMONS	3/4/2025	212.45	212.45	0.00
0000288551-2017-2017-0000-00-REG	ALLEN, RUTH J	8/15/2017	Not in County	APRIL BLEMMONS	3/4/2025	193.55	193.55	0.00
0000288553-2013-2013-0000-00-REG	ALLEN, RUTH J	8/15/2013	Not in County	APRIL BLEMMONS	3/4/2025	211.35	211.35	0.00
0000420890-2017-2017-0000-00-REG	SHETLEY, CHRISTOPHER DBA AUTO SHOP REPAIR	8/15/2017	Over Assessment	APRIL BLEMMONS	3/4/2025	429.00	356.82	72.18
0000420891-2016-2016-0000-00-REG	SHETLEY, CHRISTOPHER DBA AUTO SHOP REPAIR	8/15/2016	Over Assessment	APRIL BLEMMONS	3/4/2025	390.00	324.38	65.62
0000568156-2024-2024-0000-00-REG	GREEN, JACK DOUGLAS	11/1/2024	FORMAL APPEAL	APRIL BLEMMONS	3/31/2025	308.87	49.55	259.32
0000568307-2019-2019-0000-00-REG	ROBERTS, JACKIE GENE	8/28/2019	Refer To File	JESSICA WEST	3/10/2025	2,910.35	1,280.00	1,630.35
0000568307-2020-2020-0000-00-REG	ROBERTS, JACKIE GENE	9/21/2020	Landfill error	JESSICA WEST	3/10/2025	5,888.12	720.00	5,168.12
0000568307-2021-2021-0000-00-REG	ROBERTS, JACKIE GENE	9/15/2021	Landfill error	JESSICA WEST	3/10/2025	5,528.12	360.00	5,168.12
0000568439-2019-2019-0000-00-REG	CUTSHALL, CHARLES	8/28/2019	Not in County	JESSICA WEST	3/13/2025	324.14	324.14	0.00
0000568728-2022-2022-0000-00-REG	BALDING, PEGGY	8/21/2022	Refer To File	APRIL BLEMMONS	3/21/2025	29.70	27.00	2.70
0000568728-2022-2022-0000-00-REG	BALDING, PEGGY	8/21/2022	Refer To File	APRIL BLEMMONS	3/21/2025	2.70	2.25	0.45
0000568728-2022-2022-0000-00-REG	BALDING, PEGGY	8/21/2022	Refer To File	APRIL BLEMMONS	3/21/2025	0.45	0.44	0.01

0000571280-2024-2024-0000-00-REG	MYERS, DUSTIN SCOTT	11/1/2024	Sold/Traded	APRIL	3/10/2025	13.86	1.98	11.88
0000571380-2024-2024-0000-00-REG	RAMSEY, DUSTIN LEE	11/1/2024	Sold/Traded	APRIL	3/3/2025	9.00	9.00	0.00
0000571640-2024-2024-0000-00-REG	WALSH, WILLIAM H.	11/1/2024	Not in County	APRIL	3/24/2025	22.00	22.00	0.00
0000571759-2023-2023-0000-00-REG	APPALACHIAN HOUSE	9/28/2023	Business closed	JESSICA WEST	3/5/2025	70.13	70.13	0.00
0000571759-2024-2024-0000-00-REG	APPALACHIAN HOUSE	11/1/2024	Business closed	JESSICA WEST	3/5/2025	116.61	116.61	0.00
0000571811-2024-2024-0000-00-REG	LGH HOLDINGS, LLC. (RENTAL)	11/1/2024	Business closed	JESSICA WEST	3/7/2025	104.73	104.73	0.00
0000571907-2023-2023-0000-00-REG	FIREFLY LANDING	9/28/2023	Sold/Traded	APRIL	3/4/2025	63.67	63.67	0.00
0000571907-2024-2024-0000-00-REG	FIREFLY LANDING	11/1/2024	Sold/Traded	APRIL	3/4/2025	128.29	128.29	0.00
0000572178-2024-2024-0000-00-REG	FOX, CHARLES MARK	11/1/2024	FORMAL	APRIL	3/24/2025	2,044.07	162.88	1,881.19
0000573582-2024-2024-0000-00-REG	BENNETT, MATTHEW TERRENCE	11/1/2024	FORMAL	JESSICA WEST	3/3/2025	2,718.87	317.15	2,401.72
0000574269-2024-2024-0000-00-REG	GREEN, JANICE LYNN	11/1/2024	FORMAL	APRIL	3/31/2025	794.47	48.20	746.27
0000574911-2024-2024-0000-01-REG	RABINOWITZ, MICHAEL	11/1/2024	Landfill error	APRIL	3/4/2025	492.62	180.00	312.62
0000576731-2024-2024-0000-00-REG	LOGANATE TIMBER HOMES	11/1/2024	Duplication	JESSICA WEST	3/10/2025	43.65	43.65	0.00
Subtotal							**17,191.34**	
Total								

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Additional Owners	Refund Recipient Name	Refund Address Line 1	Refund Address Line 2	Refund City	Refund State	Refund Zip Code	Jurisdiction	Case No	Appeal ID	Refund Amount ($)	Includes Negative Refund	MADISON Portion Refund ($)	SOLID WASTE FEES	Fire District	Fire Refund ($)
MADISON Refunds																						
2024	0000000477-2024-2024-0000-01	432	REI	6195	FORMAL APPEAL	3/9/2025 6:06:03 PM	Secondary	FORE, JIMMY	3889 US 25-70 HWY		MARSHALL	NC	28753	MADISON			126.62	N	126.62	0.00		0.00
2024	0000000477-2024-2024-0000-01	432	REI	6195	FORMAL APPEAL	3/9/2025 6:06:03 PM	Secondary	FORE, JIMMY	3889 US 25-70 HWY		MARSHALL	NC	28753	MADISON			30.88	N	0.00	0.00	SMOKEY MOUNTAIN FD	30.88
2024	0000000846-2024-2024-0000-00	843	REI	6190	FORMAL APPEAL	3/9/2025 4:23:42 PM		FOXFIRE PROPERTIES, LLC	698 LEISURE LANE		MARSHALL	NC	28753	MADISON			60.73	N	60.73	0.00		0.00
2024	0000000859-2024-2024-0000-00	856	REI	6177	Landfill error	3/6/2025 12:30:46 PM		BALL, ASHLEY	109 MCDEVITT ROAD		MARSHALL	NC	28753	MADISON			180.00	N	0.00	180.00		0.00
2024	0000001222-2024-2024-0000-00	1777	REI	6180	Landfill error	3/6/2025 2:03:16 PM		CHUCK TAFT, LLC	425 WARDS RUN		MARSHALL	NC	28753	MADISON			184.97	N	0.00	184.97		0.00
2024	0000001315-2024-2024-0000-00	14542	REI	6331	FORMAL APPEAL	3/24/2025 8:30:08 PM		MARLOR, GARY A.	205 BALLEW ROAD		MARSHALL	NC	28753	MADISON			259.97	N	259.97	0.00		0.00
2024	0000001315-2024-2024-0000-00	14542	REI	6331	FORMAL APPEAL	3/24/2025 8:30:08 PM		MARLOR, GARY A.	205 BALLEW ROAD		MARSHALL	NC	28753	MADISON			101.10	N	0.00	0.00	SANDY MUSH	101.10
2024	0000001349-2024-2024-0000-00	1539	REI	6285	FORMAL APPEAL	3/24/2025 4:10:39 PM		RUTHKOSKY, VICKY K.	43081 BOND COURT		STERLING HTS	MI	48313	MADISON			112.97	N	112.97	0.00		0.00
2024	0000001349-2024-2024-0000-00	1539	REI	6285	FORMAL APPEAL	3/24/2025 4:10:39 PM		RUTHKOSKY, VICKY K.	43081 BOND COURT		STERLING HTS	MI	48313	MADISON			31.38	N	0.00	0.00	WALNUT FD	31.38
2024	0000001414-2024-2024-0000-00	27166	REI	6337	FORMAL APPEAL	3/24/2025 8:46:47 PM	Secondary	COSBY, HOLLY NICHOLE	43 PONDER FARM ROAD		MARSHALL	NC	28753	MADISON			105.49	N	105.49	0.00		0.00
2024	0000001656-2024-2024-0000-00	2033	REI	6254	FORMAL APPEAL	3/17/2025 2:10:06 PM		CRAIG, CALVIN C.	1144 CEDAR CLIFF RD		MARSHALL	NC	28753	MADISON			41.57	N	41.57	0.00		0.00
2024	0000001656-2024-2024-0000-00	2033	REI	6254	FORMAL APPEAL	3/17/2025 2:10:06 PM		CRAIG, CALVIN C.	1144 CEDAR CLIFF RD		MARSHALL	NC	28753	MADISON			3.46	N	0.00	0.00	LAUREL FD	3.46
2024	0000001789-2024-2024-0000-00	2183	REI	6241	FORMAL APPEAL	3/17/2025 11:00:37 AM		TWEED, JEFFREY ALLEN	736 CUTSHALL TOWN RD		MARSHALL	NC	28753	MADISON			340.32	N	340.32	0.00		0.00
2024	0000001789-2024-2024-0000-00	2183	REI	6241	FORMAL APPEAL	3/17/2025 11:00:37 AM		TWEED, JEFFREY ALLEN	736 CUTSHALL TOWN RD		MARSHALL	NC	28753	MADISON			28.36	N	0.00	0.00	LAUREL FD	28.36
2024	0000001945-2024-2024-0000-01	2391	REI	6371	FORMAL APPEAL	3/31/2025 11:09:07 AM	Secondary	MCALISTER, MAURICE I.	9131 HWY 212		MARSHALL	NC	28753	MADISON			248.62	N	248.62	0.00		0.00
2024	0000001945-2024-2024-0000-01	2391	REI	6371	FORMAL APPEAL	3/31/2025 11:09:07 AM	Secondary	MCALISTER, MAURICE I.	9131 HWY 212		MARSHALL	NC	28753	MADISON			20.71	N	0.00	0.00	LAUREL FD	20.71
2024	0000002200-2024-2024-0000-01	2638	REI	6319	FORMAL APPEAL	3/24/2025 7:56:08 PM	Secondary	MCALISTER, PAULA SHELTON	9131 HWY 212		MARSHALL	NC	28753	MADISON			264.00	N	264.00	0.00		0.00
2024	0000002200-2024-2024-0000-01	2638	REI	6319	FORMAL APPEAL	3/24/2025 7:56:08 PM	Secondary	MCALISTER, PAULA SHELTON	9131 HWY 212		MARSHALL	NC	28753	MADISON			22.00	N	0.00	0.00	LAUREL FD	22.00
2024	0000002201-2024-2024-0000-01	2639	REI	6320	FORMAL APPEAL	3/24/2025 7:59:14 PM	Secondary	MCALISTER, PAULA SHELTON	9131 HWY 212		MARSHALL	NC	28753	MADISON			92.90	N	92.90	0.00		0.00
2024	0000002201-2024-2024-0000-01	2639	REI	6320	FORMAL APPEAL	3/24/2025 7:59:14 PM	Secondary	MCALISTER, PAULA SHELTON	9131 HWY 212		MARSHALL	NC	28753	MADISON			7.74	N	0.00	0.00	LAUREL FD	7.74
2024	0000002504-2024-2024-0000-00	3077	REI	6342	FORMAL APPEAL	3/24/2025 9:03:49 PM		RAMSEY, JANICE G. (RATHBURN)	277 FLAT BRANCH RD.		MARSHALL	NC	28753	MADISON			273.09	N	273.09	0.00		0.00
2024	0000002901-2024-2024-0000-00	3607	REI	6347	FORMAL APPEAL	3/24/2025 9:16:37 PM		LEDFORD, ROY PENDER	6439 US 23 HWY		MARS HILL	NC	28754	MADISON			251.36	N	251.36	0.00		0.00
2024	0000002901-2024-2024-0000-00	3607	REI	6347	FORMAL APPEAL	3/24/2025 9:16:37 PM		LEDFORD, ROY PENDER	6439 US 23 HWY		MARS HILL	NC	28754	MADISON			62.83	N	0.00	0.00	MARS HILL FD	62.83
2024	0000003184-2024-2024-0000-00	3945	REI	6262	FORMAL APPEAL	3/17/2025 4:49:40 PM	Secondary	RAMSEY, EVELYN RICE	PO BOX 1624		MARS HILL	NC	28754	MADISON			620.31	N	620.31	0.00		0.00
2024	0000003184-2024-2024-0000-00	3945	REI	6262	FORMAL APPEAL	3/17/2025 4:49:40 PM	Secondary	RAMSEY, EVELYN RICE	PO BOX 1624		MARS HILL	NC	28754	MADISON			155.08	N	0.00	0.00	MARS HILL FD	155.08
2024	0000003259-2024-2024-0000-00	4037	REI	6187	Landfill error	3/6/2025 3:02:28 PM		RUCKER, HOWARD	171 LONG RIDGE RD		MARS HILL	NC	28754	MADISON			180.00	N	0.00	180.00		0.00
2024	0000003377-2024-2024-0000-00	1478	REI	6361	FORMAL APPEAL	3/25/2025 1:00:06 PM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			220.28	N	220.28	0.00		0.00
2024	0000003377-2024-2024-0000-00	1478	REI	6361	FORMAL APPEAL	3/25/2025 1:00:06 PM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			48.95	N	0.00	0.00	SMOKEY MOUNTAIN FD	48.95
2024	0000003378-2024-2024-0000-00	10379	REI	6357	FORMAL APPEAL	3/25/2025 11:59:49 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			63.04	N	63.04	0.00		0.00
2024	0000003378-2024-2024-0000-00	10379	REI	6357	FORMAL APPEAL	3/25/2025 11:59:49 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			5.25	N	0.00	0.00	LAUREL FD	5.25
2024	0000003379-2024-2024-0000-00	10380	REI	6354	FORMAL APPEAL	3/25/2025 11:55:18 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			46.01	N	46.01	0.00		0.00
2024	0000003379-2024-2024-0000-00	10380	REI	6354	FORMAL APPEAL	3/25/2025 11:55:18 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			3.84	N	0.00	0.00	LAUREL FD	3.84
2024	0000003389-2024-2024-0000-00	10404	REI	6353	FORMAL APPEAL	3/25/2025 11:53:19 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			207.40	N	207.40	0.00		0.00
2024	0000003389-2024-2024-0000-00	10404	REI	6353	FORMAL APPEAL	3/25/2025 11:53:19 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			17.28	N	0.00	0.00	LAUREL FD	17.28
2024	0000003381-2024-2024-0000-00	10405	REI	6355	FORMAL APPEAL	3/25/2025 11:56:49 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			183.48	N	183.48	0.00		0.00
2024	0000003381-2024-2024-0000-00	10405	REI	6355	FORMAL APPEAL	3/25/2025 11:56:49 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			15.29	N	0.00	0.00	LAUREL FD	15.29
2024	0000003382-2024-2024-0000-00	10432	REI	6356	FORMAL APPEAL	3/25/2025 11:58:20 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			4.96	N	4.96	0.00		0.00
2024	0000003382-2024-2024-0000-00	10432	REI	6356	FORMAL APPEAL	3/25/2025 11:58:20 AM		CHANDLER, COLLIS TERRY	PO BOX 921		MARSHALL	NC	28753	MADISON			0.42	N	0.00	0.00	LAUREL FD	0.42
2024	0000003913-2024-2024-0000-00	4818	REI	6334	FORMAL APPEAL	3/24/2025 8:37:40 PM	Secondary	GILLIS, WILLIAM P	184 WHITT BRANCH RD		WEAVERVILLE	NC	28787	MADISON			71.26	N	71.26	0.00		0.00
2024	0000003913-2024-2024-0000-00	4818	REI	6334	FORMAL APPEAL	3/24/2025 8:37:40 PM	Secondary	GILLIS, WILLIAM P	184 WHITT BRANCH RD		WEAVERVILLE	NC	28787	MADISON			17.81	N	0.00	0.00	MARS HILL FD	17.81
2024	0000004186-2024-2024-0000-00	7555	REI	6276	FORMAL APPEAL	3/24/2025 11:57:58 AM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE		KNOXVILLE	TN	37921	MADISON			18.64	N	18.64	0.00		0.00
2024	0000004186-2024-2024-0000-00	7555	REI	6276	FORMAL APPEAL	3/24/2025 11:57:58 AM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE		KNOXVILLE	TN	37921	MADISON			4.65	N	0.00	0.00	EBBS CHAPEL FD	4.65
2024	0000004746-2024-2024-0000-00	19113	REI	6333	FORMAL APPEAL	3/24/2025 8:34:12 PM		LBGC, LLC, A NC LIMITED LIABILITY COMPANY	PO BOX 1180		MARSHALL	NC	28753	MADISON			373.01	N	373.01	0.00		0.00
2024	0000004746-2024-2024-0000-00	19113	REI	6333	FORMAL APPEAL	3/24/2025 8:34:12 PM		LBGC, LLC, A NC LIMITED LIABILITY COMPANY	PO BOX 1180		MARSHALL	NC	28753	MADISON			82.89	N	0.00	0.00	SMOKEY MOUNTAIN FD	82.89
2024	0000004864-2024-2024-0000-01	5873	REI	6238	FORMAL APPEAL	3/16/2025 4:37:39 PM	Secondary	KAVAYA, KAROL JOYCE	347 BOXWOOD ROAD		MARSHALL	NC	28753	MADISON			297.69	N	297.69	0.00		0.00
2024	0000004864-2024-2024-0000-01	5873	REI	6238	FORMAL APPEAL	3/16/2025 4:37:39 PM	Secondary	KAVAYA, KAROL JOYCE	347 BOXWOOD ROAD		MARSHALL	NC	28753	MADISON			54.23	N	0.00	0.00	BIG PINE FD	54.23
2024	0000004867-2024-2024-0000-00	5879	REI	6268	FORMAL APPEAL	3/20/2025 9:41:24 PM		ALLIE ACRES, LLC A FLORIDA LIMITED LIABILITY COMPANY	1101 E SAMPLE RD, SUITE 118		POMPANO	FL	33064	MADISON			60.98	N	60.98	0.00		0.00
2024	0000004867-2024-2024-0000-00	5879	REI	6268	FORMAL APPEAL	3/20/2025 9:41:24 PM		ALLIE ACRES, LLC A FLORIDA LIMITED LIABILITY COMPANY	1101 E SAMPLE RD, SUITE 118		POMPANO	FL	33064	MADISON			10.16	N	0.00	0.00	BIG PINE FD	10.16
2024	0000004918-2024-2024-0000-00	5947	REI	6225	FORMAL APPEAL	3/16/2025 3:54:54 PM	Secondary	GREER, WILLIAM S.	2341 ANDERSON COVE ROAD		MARSHALL	NC	28753	MADISON			50.19	N	50.19	0.00		0.00
2024	0000004918-2024-2024-0000-00	5947	REI	6225	FORMAL APPEAL	3/16/2025 3:54:54 PM	Secondary	GREER, WILLIAM S.	2341 ANDERSON COVE ROAD		MARSHALL	NC	28753	MADISON			8.37	N	0.00	0.00	BIG PINE FD	8.37
2024	0000005154-2024-2024-0000-00	6294	REI	6358	FORMAL APPEAL	3/25/2025 12:02:03 PM		CHANDLER, TERRY	13079 US 25-70 HIGHWAY		MARSHALL	NC	28753	MADISON			67.99	N	67.99	0.00		0.00
2024	0000005154-2024-2024-0000-00	6294	REI	6358	FORMAL APPEAL	3/25/2025 12:02:03 PM		CHANDLER, TERRY	13079 US 25-70 HIGHWAY		MARSHALL	NC	28753	MADISON			18.89	N	0.00	0.00	WALNUT FD	18.89
2024	0000005155-2024-2024-0000-00	6271	REI	6359	FORMAL APPEAL	3/25/2025 12:03:47 PM		CHANDLER, TERRY	13079 US 25-70 HIGHWAY		MARSHALL	NC	28753	MADISON			5.36	N	5.36	0.00		0.00
2024	0000005155-2024-2024-0000-00	6271	REI	6359	FORMAL APPEAL	3/25/2025 12:03:47 PM		CHANDLER, TERRY	13079 US 25-70 HIGHWAY		MARSHALL	NC	28753	MADISON			1.49	N	0.00	0.00	WALNUT FD	1.49
2024	0000005479-2024-2024-0000-00	6644	REI	6283	FORMAL APPEAL	3/24/2025 2:31:36 PM		LASSITER, ISAAC HOMER	PO BOX 793		HOT SPRINGS	NC	28743	MADISON			538.21	N	538.21	0.00		0.00
2024	0000005684-2024-2024-0000-00	6902	REI	6171	Landfill error	3/5/2025 4:58:01 PM		GODFREY, JEFFREY	2412 STACKHOUSE RD		MARSHALL	NC	28753	MADISON			183.60	N	0.00	183.60		0.00
2024	0000005861-2024-2024-0000-00	7237	REI	6322	FORMAL APPEAL	3/24/2025 8:03:49 PM	Others/Secondary	LANDERS, JUDY CAPPS	15 LACKEY LN		ASHEVILLE	NC	28804	MADISON			480.73	N	480.73	0.00		0.00
2024	0000005861-2024-2024-0000-00	7237	REI	6322	FORMAL APPEAL	3/24/2025 8:03:49 PM	Others/Secondary	LANDERS, JUDY CAPPS	15 LACKEY LN		ASHEVILLE	NC	28804	MADISON			125.18	N	0.00	0.00	EBBS CHAPEL FD	125.18
2024	0000005901-2024-2024-0000-00	7289	REI	6186	Landfill error	3/6/2025 2:56:03 PM	Others/Secondary	CODY, TAMMY DAWNE	9409 GRAPEVINE ROAD		MARSHALL	NC	28753	MADISON			180.00	N	0.00	180.00		0.00
2024	0000005913-2024-2024-0000-00	7307	REI	6280	FORMAL APPEAL	3/24/2025 2:09:43 PM		BETH-HANAN, LLC, A NC LIMITED LIABILITY COMPANY	4710 MIDDLEBROOK PIKE		KNOXVILLE	TN	37921	MADISON			109.48	N	109.48	0.00		0.00
2024	0000005913-2024-2024-0000-00	7307	REI	6280	FORMAL APPEAL	3/24/2025 2:09:43 PM		BETH-HANAN, LLC, A NC LIMITED LIABILITY COMPANY	4710 MIDDLEBROOK PIKE		KNOXVILLE	TN	37921	MADISON			27.37	N	0.00	0.00	EBBS CHAPEL FD	27.37
2024	0000006192-2024-2024-0000-00	7599	REI	6263	FORMAL APPEAL	3/17/2025 4:52:23 PM		RAMSEY, EVELYN RICE	PO BOX 1624		MARS HILL	NC	28754	MADISON			71.88	N	71.88	0.00		0.00
2024	0000006192-2024-2024-0000-00	7599	REI	6263	FORMAL APPEAL	3/17/2025 4:52:23 PM		RAMSEY, EVELYN RICE	PO BOX 1624		MARS HILL	NC	28754	MADISON			17.97	N	0.00	0.00	EBBS CHAPEL FD	17.97
2024	0000006195-2024-2024-0000-01	7608	REI	6176	Landfill error	3/6/2025 5:31:39 PM	Secondary	RAMSEY, HARLON J.	12786 US 23 HWY		MARS HILL	NC	28754	MADISON			184.95	N	0.00	184.95		0.00

2024	0000006201-2024-2024-0000-00	7615	REI	6374	FORMAL APPEAL	3/31/2025 11:50:08 AM	Secondary	ROBERTS, MICHELLE	80 LITTLE FOSTER CREEK ROAD	MARSHALL	NC	28753	MADISON		191.64	N	191.64	0.00		0.00
2024	0000006201-2024-2024-0000-00	7615	REI	6374	FORMAL APPEAL	3/31/2025 11:50:08 AM	Secondary	ROBERTS, MICHELLE	80 LITTLE FOSTER CREEK ROAD	MARSHALL	NC	28753	MADISON		47.91	N	0.00	0.00	EBBS CHAPEL FD	47.91
2024	0000007020-2024-2024-0000-00	8863	REI	6223	FORMAL APPEAL	3/16/2025 3:49:33 PM	Others/Secondary	GREEN, JERRY L	55 LITTLE CREEK RD	HOT SPRINGS	NC	28743	MADISON		622.05	N	622.05	0.00		0.00
2024	0000007020-2024-2024-0000-00	8863	REI	6223	FORMAL APPEAL	3/16/2025 3:49:33 PM	Others/Secondary	GREEN, JERRY L	55 LITTLE CREEK RD	HOT SPRINGS	NC	28743	MADISON		69.12	N	0.00	0.00	SPRING CREEK FD	69.12
2024	0000007206-2024-2024-0000-00	9328	REI	6351	FORMAL APPEAL	3/25/2025 11:47:01 AM		ALLIE ACRES, LLC	1101 E. SAMPLE ROAD	POMPANO BEACH	FL	33064	MADISON		64.70	N	64.70	0.00		0.00
2024	0000007206-2024-2024-0000-00	9328	REI	6351	FORMAL APPEAL	3/25/2025 11:47:01 AM		ALLIE ACRES, LLC	1101 E. SAMPLE ROAD	POMPANO BEACH	FL	33064	MADISON		7.19	N	0.00	0.00	SPRING CREEK FD	7.19
2024	0000007236-2024-2024-0000-00	9159	REI	6260	FORMAL APPEAL	3/17/2025 4:40:19 PM	Secondary	REESE, JERRY	1280 DUNHAM RD	CHUCKEY	TN	37641	MADISON		60.25	N	60.25	0.00		0.00
2024	0000007236-2024-2024-0000-00	9159	REI	6260	FORMAL APPEAL	3/17/2025 4:40:19 PM	Secondary	REESE, JERRY	1280 DUNHAM RD	CHUCKEY	TN	37641	MADISON		6.69	N	0.00	0.00	SPRING CREEK FD	6.69
2024	0000007498-2024-2024-0000-00	9561	REI	6328	FORMAL APPEAL	3/24/2025 8:22:32 PM	Secondary	MOORE, EDGAR	57 BEARWALLOW ROAD	LEICESTER	NC	28748	MADISON		104.21	N	104.21	0.00		0.00
2024	0000007498-2024-2024-0000-00	9561	REI	6328	FORMAL APPEAL	3/24/2025 8:22:32 PM	Secondary	MOORE, EDGAR	57 BEARWALLOW ROAD	LEICESTER	NC	28748	MADISON		11.58	N	0.00	0.00	SPRING CREEK FD	11.58
2024	0000007586-2024-2024-0000-00	25980	REI	6344	FORMAL APPEAL	3/24/2025 9:08:36 PM	Secondary	TURNER, EUGENE	268 BOYD ROAD 63W.	LEICESTER	NC	28748	MADISON		13.42	N	13.42	0.00		0.00
2024	0000007586-2024-2024-0000-00	25980	REI	6344	FORMAL APPEAL	3/24/2025 9:08:36 PM	Secondary	TURNER, EUGENE	268 BOYD ROAD 63W.	LEICESTER	NC	28748	MADISON		5.22	N	0.00	0.00	SANDY MUSH	5.22
2024	0000007634-2024-2024-0000-00	17369	REI	6345	FORMAL APPEAL	3/24/2025 9:10:27 PM		ARRINGTON, MAYLON	439 CODY ARRINGTON ROAD	MARSHALL	NC	28753	MADISON		50.80	N	50.80	0.00		0.00
2024	0000007634-2024-2024-0000-00	17369	REI	6345	FORMAL APPEAL	3/24/2025 9:10:27 PM		ARRINGTON, MAYLON	439 CODY ARRINGTON ROAD	MARSHALL	NC	28753	MADISON		12.70	N	0.00	0.00	MARS HILL FD	12.70
2024	0000007650-2024-2024-0000-00	9826	REI	6165	Landfill error	3/6/2025 2:53:36 PM		BRADLEY, RALPH & ELLEN (LIFE ESTATE	3937 GRAPEVINE RD.	MARSHALL	NC	28753	MADISON		183.60	N	0.00	183.60		0.00
2024	0000007993-2024-2024-0000-00	10230	REI	6231	FORMAL APPEAL	3/16/2025 4:18:33 PM	Others/Secondary	MOUNTAIN PARTNERS, LLC	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON		130.69	N	130.69	0.00		0.00
2024	0000007993-2024-2024-0000-00	10230	REI	6231	FORMAL APPEAL	3/16/2025 4:18:33 PM	Others/Secondary	MOUNTAIN PARTNERS, LLC	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON		32.67	N	0.00	0.00	MARS HILL FD	32.67
2024	0000008025-2024-2024-0000-01	10281	REI	6346	FORMAL APPEAL	3/24/2025 9:13:52 PM		WILDE, LEE JASON	49 ARRINGTON BRANCH ROAD	MARSHALL	NC	28753	MADISON		396.85	N	396.85	0.00		0.00
2024	0000008025-2024-2024-0000-01	10281	REI	6346	FORMAL APPEAL	3/24/2025 9:13:52 PM		WILDE, LEE JASON	49 ARRINGTON BRANCH ROAD	MARSHALL	NC	28753	MADISON		99.22	N	0.00	0.00	MARS HILL FD	99.22
2024	0000008564-2024-2024-0000-00	12852	REI	6261	FORMAL APPEAL	3/17/2025 4:46:46 PM		RAMSEY, EVELYN RICE	PO BOX 1624	MARS HILL	NC	28754	MADISON		114.32	N	114.32	0.00		0.00
2024	0000008564-2024-2024-0000-00	12852	REI	6261	FORMAL APPEAL	3/17/2025 4:46:46 PM		RAMSEY, EVELYN RICE	PO BOX 1624	MARS HILL	NC	28754	MADISON		28.58	N	0.00	0.00	MARS HILL FD	28.58
2024	0000008836-2024-2024-0000-00	15935	REI	6157	FORMAL APPEAL	3/4/2025 5:34:48 PM	Secondary	CHANDLER, ERNEST	5288 REVERE RD	MARSHALL	NC	28753	MADISON		34.81	N	-34.81	0.00		0.00
2024	0000008836-2024-2024-0000-00	15935	REI	6157	FORMAL APPEAL	3/4/2025 5:34:48 PM	Secondary	CHANDLER, ERNEST	5288 REVERE RD	MARSHALL	NC	28753	MADISON		2.90	N	0.00	0.00	LAUREL FD	2.90
2024	0000009058-2024-2024-0000-00	16527	REI	6175	Landfill error	3/5/2025 5:29:04 PM		CAUDLE, GEORGE G.	361 BRADFORD ROAD	MARS HILL	NC	28754	MADISON		183.60	N	0.00	183.60		0.00
2024	0000009733-2024-2024-0000-00	13687	REI	6329	FORMAL APPEAL	3/24/2025 8:24:47 PM		SPANGLER, NOAH	C/O CANDICE SHEPARD, ATTORNEY	8529 CLIFF CAMERON DR, STE 190	CHARLOTTE	NC	28269	MADISON		392.35	N	392.35	0.00		0.00
2024	0000009733-2024-2024-0000-00	13687	REI	6329	FORMAL APPEAL	3/24/2025 8:24:47 PM		SPANGLER, NOAH	C/O CANDICE SHEPARD, ATTORNEY	8529 CLIFF CAMERON DR, STE 190	CHARLOTTE	NC	28269	MADISON		33.59	N	0.00	0.00	SPRING CREEK FD	33.59
2024	0000010631-2024-2024-0000-00	23063	REI	6191	FORMAL APPEAL	3/9/2025 5:19:26 PM		FOXFIRE PROPERTIES, LLC A NORTH CAROLINA LIMITED LIABILITY COMPANY	698 LEISURE LN	MARSHALL	NC	28753	MADISON		31.53	N	31.53	0.00		0.00
2024	0000010631-2024-2024-0000-00	23063	REI	6191	FORMAL APPEAL	3/9/2025 5:19:26 PM		FOXFIRE PROPERTIES, LLC A NORTH CAROLINA LIMITED LIABILITY COMPANY	698 LEISURE LN	MARSHALL	NC	28753	MADISON		7.00	N	0.00	0.00	SMOKEY MOUNTAIN FD	7.00
2024	0000010683-2024-2024-0000-01	9652	REI	6349	FORMAL APPEAL	3/24/2025 9:20:04 PM		TEAGUE, GLEN DALE	56 OAK HILL DRIVE	MARSHALL	NC	28753	MADISON		53.40	N	53.40	0.00		0.00
2024	0000010683-2024-2024-0000-01	9652	REI	6349	FORMAL APPEAL	3/24/2025 9:20:04 PM		TEAGUE, GLEN DALE	56 OAK HILL DRIVE	MARSHALL	NC	28753	MADISON		48.19	N	0.00	0.00	SANDY MUSH	48.19
2024	0000010694-2024-2024-0000-01	14346	REI	6352	FORMAL APPEAL	3/25/2025 11:49:55 AM		MERKANTILE PROPERTIES, INC.	1101 E SAMPLE RD STE 116	POMPANO BEACH	FL	33064	MADISON		18.29	N	18.29	0.00		0.00
2024	0000010694-2024-2024-0000-01	14346	REI	6352	FORMAL APPEAL	3/25/2025 11:49:55 AM		MERKANTILE PROPERTIES, INC.	1101 E SAMPLE RD STE 116	POMPANO BEACH	FL	33064	MADISON		2.03	N	0.00	0.00	SPRING CREEK FD	2.03
2024	0000011219-2024-2024-0000-00	18579	REI	6335	FORMAL APPEAL	3/24/2025 8:45:25 PM		GILLIS, LOUISE W.	184 WHITT BRANCH ROAD	WEAVERVILLE	NC	28787	MADISON		369.70	N	369.70	0.00		0.00
2024	0000011219-2024-2024-0000-00	18579	REI	6335	FORMAL APPEAL	3/24/2025 8:45:25 PM		GILLIS, LOUISE W.	184 WHITT BRANCH ROAD	WEAVERVILLE	NC	28787	MADISON		92.42	N	0.00	0.00	MARS HILL FD	92.42
2024	0000011573-2024-2024-0000-00	19154	REI	6375	FORMAL APPEAL	3/31/2025 11:52:01 AM	Secondary	ROBERTS, MICHAEL	145 W MASSEY DR	MARSHALL	NC	28753	MADISON		333.22	N	333.22	0.00		0.00
2024	0000011573-2024-2024-0000-00	19154	REI	6375	FORMAL APPEAL	3/31/2025 11:52:01 AM	Secondary	ROBERTS, MICHAEL	145 W MASSEY DR	MARSHALL	NC	28753	MADISON		83.31	N	0.00	0.00	MARS HILL FD	83.31
2024	0000011895-2024-2024-0000-00	11458	REI	6341	FORMAL APPEAL	3/24/2025 8:59:44 PM	Secondary	STOWE, JEREMY WILLIAM	461 WOODHAVEN RD	MARS HILL	NC	28754	MADISON		358.71	N	358.71	0.00		0.00
2024	0000012736-2024-2024-0000-00	25143	REI	6364	FORMAL APPEAL	3/31/2025 10:18:03 AM	Secondary	COX, STEVEN J.	3071 RECTOR CORNER ROAD	MARSHALL	NC	28753	MADISON		34.42	N	34.42	0.00		0.00
2024	0000012736-2024-2024-0000-00	25143	REI	6364	FORMAL APPEAL	3/31/2025 10:18:03 AM	Secondary	COX, STEVEN J.	3071 RECTOR CORNER ROAD	MARSHALL	NC	28753	MADISON		7.65	N	0.00	0.00	SMOKEY MOUNTAIN FD	7.65
2024	0000012974-2024-2024-0000-00	18412	REI	6224	FORMAL APPEAL	3/16/2025 3:52:46 PM	Secondary	ISRAEL, DANIEL HADDEN	12 ARVIL GOSNELL RD	MARSHALL	NC	28753	MADISON		411.26	N	411.26	0.00		0.00
2024	0000012974-2024-2024-0000-00	18412	REI	6224	FORMAL APPEAL	3/16/2025 3:52:46 PM	Secondary	ISRAEL, DANIEL HADDEN	12 ARVIL GOSNELL RD	MARSHALL	NC	28753	MADISON		102.82	N	0.00	0.00	MARS HILL FD	102.82
2024	0000013836-2024-2024-0000-00	16881	REI	6256	FORMAL APPEAL	3/17/2025 2:19:24 PM		CHISM, GLORIA J.	1315 FISHER BRANCH RD.	MARSHALL	NC	28753	MADISON		83.07	N	83.07	0.00		0.00
2024	0000013836-2024-2024-0000-00	16881	REI	6256	FORMAL APPEAL	3/17/2025 2:19:24 PM		CHISM, GLORIA J.	1315 FISHER BRANCH RD.	MARSHALL	NC	28753	MADISON		20.77	N	0.00	0.00	MARS HILL FD	20.77
2024	0000014293-2024-2024-0000-00	3546	REI	6226	FORMAL APPEAL	3/16/2025 3:57:46 PM	Secondary	COMBS, DAVID WAYNE	15 HEAVENS VALLEY DRIVE	MARS HILL	NC	28754	MADISON		239.41	N	239.41	0.00		0.00
2024	0000014301-2024-2024-0000-00	17273	REI	6363	FORMAL APPEAL	3/31/2025 10:16:07 AM	Secondary	POLAK, RICHARD S.	742 NIX ROAD	MARSHALL	NC	28753	MADISON		1,297.83	N	1,297.83	0.00		0.00
2024	0000014330-2024-2024-0000-00	287	REI	6192	FORMAL APPEAL	3/9/2025 5:29:24 PM		FOXFIRE PROPERTIES, LLC A NORTH CAROLINA LIMITED LIABILITY COMPANY	698 LEISURE LANE	MARSHALL	NC	28753	MADISON		113.79	N	113.79	0.00		0.00
2024	0000014740-2024-2024-0000-00	25879	REI	6327	FORMAL APPEAL	3/24/2025 8:20:03 PM		POCRASS, MINDY E.	623 BARNSWALLOW LANE	HUNTINGDON VALLEY	PA	19006	MADISON		34.23	N	34.23	0.00		0.00
2024	0000015018-2024-2024-0000-00	7708	REI	6156	FORMAL APPEAL	3/4/2025 5:11:13 PM	Secondary	CARPER, A. JOSHUA	642 E. HOBCAW DRIVE	MOUNT PLEASANT	SC	29464	MADISON		166.39	N	166.39	0.00		0.00
2024	0000015018-2024-2024-0000-00	7708	REI	6156	FORMAL APPEAL	3/4/2025 5:11:13 PM	Secondary	CARPER, A. JOSHUA	642 E. HOBCAW DRIVE	MOUNT PLEASANT	SC	29464	MADISON		41.60	N	0.00	0.00	EBBS CHAPEL FD	41.60
2024	0000015018-2024-2024-0000-00	7708	REI	6205	FORMAL APPEAL	3/12/2025 9:20:10 AM	Secondary	CARPER, A. JOSHUA	642 E. HOBCAW DRIVE	MOUNT PLEASANT	SC	29464	MADISON		256.62	N	256.62	0.00		0.00
2024	0000015018-2024-2024-0000-00	7708	REI	6205	FORMAL APPEAL	3/12/2025 9:20:10 AM	Secondary	CARPER, A. JOSHUA	642 E. HOBCAW DRIVE	MOUNT PLEASANT	SC	29464	MADISON		64.15	N	0.00	0.00	EBBS CHAPEL FD	64.15
2024	0000015336-2024-2024-0000-00	27569	REI	6343	FORMAL APPEAL	3/24/2025 9:06:45 PM		JOHNSON, ERIC S	1705 S 155 RD	EL DORADO SPRINGS	MO	64744	MADISON		238.14	N	238.14	0.00		0.00
2024	0000015336-2024-2024-0000-00	27569	REI	6343	FORMAL APPEAL	3/24/2025 9:06:45 PM		JOHNSON, ERIC S	1705 S 155 RD	EL DORADO SPRINGS	MO	64744	MADISON		19.84	N	0.00	0.00	LAUREL FD	19.84
2024	0000015417-2024-2024-0000-00	27634	REI	6255	FORMAL APPEAL	3/17/2025 2:13:32 PM		CODY, MARK	9480 GRAPEVINE RD	MARSHALL	NC	28753	MADISON		379.11	N	379.11	0.00		0.00
2024	0000015417-2024-2024-0000-00	27634	REI	6255	FORMAL APPEAL	3/17/2025 2:13:32 PM		CODY, MARK	9480 GRAPEVINE RD	MARSHALL	NC	28753	MADISON		94.78	N	0.00	0.00	EBBS CHAPEL FD	94.78
2024	0000016101-2024-2024-0000-00	25912	REI	6272	FORMAL APPEAL	3/21/2025 9:45:46 AM	Secondary	KINSEY, ADALBERT	195 RED SKY RIDGE	MARS HILL	NC	28754	MADISON		298.85	N	298.85	0.00		0.00
2024	0000016101-2024-2024-0000-00	25912	REI	6272	FORMAL APPEAL	3/21/2025 9:45:46 AM	Secondary	KINSEY, ADALBERT	195 RED SKY RIDGE	MARS HILL	NC	28754	MADISON		52.21	N	0.00	0.00	MARS HILL FD	52.21
2024	0000016321-2024-2024-0000-00	658070	REI	6181	Landfill error	3/6/2025 2:28:44 PM		GREENE, JENNIFER E.	PO BOX 803	MARSHALL	NC	28753	MADISON		180.00	N	0.00	180.00		0.00
2024	0000016415-2024-2024-0000-00	9223	REI	6323	FORMAL APPEAL	3/24/2025 8:07:18 PM		WHEELER, LARRY E.	547 LITTLE EAST FORK RD	CANTON	NC	28716	MADISON		156.41	N	156.41	0.00		0.00
2024	0000016415-2024-2024-0000-00	9223	REI	6323	FORMAL APPEAL	3/24/2025 8:07:18 PM		WHEELER, LARRY E.	547 LITTLE EAST FORK RD	CANTON	NC	28716	MADISON		17.36	N	0.00	0.00	SPRING CREEK FD	17.36
2024	0000016561-2024-2024-0000-01	1664	REI	6266	FORMAL APPEAL	3/18/2025 9:03:36 AM		MULL, CYNTHIA LYNN	3185 RECTOR CORNER RD.	MARSHALL	NC	28753	MADISON		92.02	N	92.02	0.00		0.00
2024	0000016561-2024-2024-0000-01	1664	REI	6266	FORMAL APPEAL	3/18/2025 9:03:36 AM		MULL, CYNTHIA LYNN	3185 RECTOR CORNER RD.	MARSHALL	NC	28753	MADISON		25.83	N	0.00	0.00	SMOKEY MOUNTAIN FD	25.83
2024	0000016627-2024-2024-0000-00	14434	REI	6278	FORMAL APPEAL	3/24/2025 12:07:09 PM		4710 HOLDINGS, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON		523.07	N	523.07	0.00		0.00
2024	0000016627-2024-2024-0000-00	14434	REI	6278	FORMAL APPEAL	3/24/2025 12:07:09 PM		4710 HOLDINGS, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON		130.77	N	0.00	0.00	MARS HILL FD	130.77
2023	0000016696-2023-2023-0000-00		IND	6214	Sold/Traded	3/14/2025 11:16:28 AM		PROFFITT, GARY	15 PROFFITT LN.	MARSHALL	NC	28753	MADISON		63.55	N	63.55	0.00		0.00

2023	0000016696-2023-2023-0000-00		IND	6214	Sold/Traded	3/14/2025 11:16:28 AM		PROFFITT, GARY	15 PROFFITT LN	MARSHALL	NC	28753	MADISON	11.44	N	0.00	0.00	EBBS CHAPEL FD	11.44
2024	0000016696-2024-2024-0000-00		IND	6213	Sold/Traded	3/14/2025 11:14:07 AM		PROFFITT, GARY	15 PROFFITT LN	MARSHALL	NC	28753	MADISON	43.43	N	43.43	0.00		0.00
2024	0000016696-2024-2024-0000-00		IND	6213	Sold/Traded	3/14/2025 11:14:07 AM		PROFFITT, GARY	15 PROFFITT LN	MARSHALL	NC	28753	MADISON	10.86	N	0.00	0.00	EBBS CHAPEL FD	10.86
2024	0000017429-2024-2024-0000-00		IND	6170	Duplication	3/5/2025 4:20:39 PM		BENNETT, MATTHEW	2393 UPPER BRUSH CREEK ROAD	MARSHALL	NC	28753	MADISON	8.54	N	8.54	0.00		0.00
2024	0000017428-2024-2024-0000-00		IND	6170	Duplication	3/5/2025 4:20:39 PM		BENNETT, MATTHEW	2393 UPPER BRUSH CREEK ROAD	MARSHALL	NC	28753	MADISON	2.37	N	0.00	0.00	WALNUT FD	2.37
2024	0000017687-2024-2024-0000-00	658329	REI	6264	FORMAL APPEAL	3/17/2025 6:57:35 PM	Secondary	CHANDLER, VANESSA RENEE	90 TRUCKERS WAY	MARSHALL	NC	28753	MADISON	44.21	N	44.21	0.00		0.00
2024	0000017687-2024-2024-0000-00	658329	REI	6264	FORMAL APPEAL	3/17/2025 6:57:35 PM	Secondary	CHANDLER, VANESSA RENEE	90 TRUCKERS WAY	MARSHALL	NC	28753	MADISON	9.82	N	0.00	0.00	SMOKEY MOUNTAIN FD	9.82
2024	0000017892-2024-2024-0000-00	25543	REI	6286	FORMAL APPEAL	3/24/2025 4:13:43 PM	Secondary	TROY, DAVID C	PO BOX 865	MARSHALL	NC	28753	MADISON	203.35	N	203.35	0.00		0.00
2024	0000017997-2024-2024-0000-00	4278	REI	6212	FORMAL APPEAL	3/13/2025 6:13:57 PM		DWW PROPERTIES LLC, A NC LIMITED LIABILITY COMPANY	1395 SOUTH MAIN STREET	MARS HILL	NC	28754	MADISON	75.08	N	75.08	0.00		0.00
2024	0000017997-2024-2024-0000-00	4278	REI	6212	FORMAL APPEAL	3/13/2025 6:13:57 PM		DWW PROPERTIES LLC, A NC LIMITED LIABILITY COMPANY	1395 SOUTH MAIN STREET	MARS HILL	NC	28754	MADISON	18.77	N	0.00	0.00	MARS HILL FD	18.77
2024	0000018047-2024-2024-0000-00	649	REI	6332	FORMAL APPEAL	3/24/2025 8:32:13 PM	Secondary	MASSEY, MICKEY EVERETT	223 GRASSY TRAIL	MARSHALL	NC	28753	MADISON	134.86	N	134.86	0.00		0.00
2024	0000018047-2024-2024-0000-00	649	REI	6332	FORMAL APPEAL	3/24/2025 8:32:13 PM	Secondary	MASSEY, MICKEY EVERETT	223 GRASSY TRAIL	MARSHALL	NC	28753	MADISON	29.97	N	0.00	0.00	SMOKEY MOUNTAIN FD	29.97
2024	0000018389-2024-2024-0000-00	863	REI	6209	FORMAL APPEAL	3/13/2025 4:36:28 PM	Secondary	SMALL, JAY	848 SPRINKLE BRANCH RD.	MARSHALL	NC	28753	MADISON	341.41	N	341.41	0.00		0.00
2024	0000018494-2024-2024-0000-00	658511	REI	6326	FORMAL APPEAL	3/24/2025 8:16:59 PM	Secondary	WALKER, STEVIE RAY	PO BOX 127	LEICESTER	NC	28748	MADISON	40.41	N	40.41	0.00		0.00
2024	0000018494-2024-2024-0000-00	658511	REI	6326	FORMAL APPEAL	3/24/2025 8:16:59 PM	Secondary	WALKER, STEVIE RAY	PO BOX 127	LEICESTER	NC	28748	MADISON	15.72	N	0.00	0.00	SANDY MUSH	15.72
2024	0000018971-2024-2024-0000-00	658625	REI	6236	FORMAL APPEAL	3/16/2025 4:33:30 PM	Secondary	GRIFFEY, ANN	35 SPRINKLE DR.	MARSHALL	NC	28753	MADISON	159.35	N	159.35	0.00		0.00
2024	0000018999-2024-2024-0000-00	658636	REI	6210	FORMAL APPEAL	3/13/2025 4:54:32 PM		RULE, MELANIE	101 CHARLES BLANKENSHIP RD	MARS HILL	NC	28754	MADISON	350.37	N	350.37	0.00		0.00
2024	0000018999-2024-2024-0000-00	658636	REI	6210	FORMAL APPEAL	3/13/2025 4:54:32 PM		RULE, MELANIE	101 CHARLES BLANKENSHIP RD	MARS HILL	NC	28754	MADISON	87.59	N	0.00	0.00	MARS HILL FD	87.59
2024	0000019478-2024-2024-0000-01	658799	REI	6325	FORMAL APPEAL	3/24/2025 8:11:02 PM		WATTS, MELISSA SUE	PO BOX 309	WEAVERVILLE	NC	28787	MADISON	58.54	N	58.54	0.00		0.00
2024	0000019478-2024-2024-0000-01	658799	REI	6325	FORMAL APPEAL	3/24/2025 8:11:02 PM		WATTS, MELISSA SUE	PO BOX 309	WEAVERVILLE	NC	28787	MADISON	45.03	N	0.00	0.00	JUPITER FD	45.03
2024	0000019663-2024-2024-0000-00	1637	REI	6340	FORMAL APPEAL	3/24/2025 8:57:47 PM		APPALACHIAN LODGE AT RIVERS BEND 1, LLC	3663 ARLINGTON DR.	PALM HARBOR	FL	34685	MADISON	1,036.99	N	1,036.99	0.00		0.00
2024	0000019854-2024-2024-0000-00	105	REI	6182	Landfill error	3/9/2025 2:44:34 PM		GREENE, JENNIFER E.	1259 S MAIN ST.	MARSHALL	NC	28753	MADISON	180.00	N	0.00	180.00		0.00
2024	0000019945-2024-2024-0000-00	658976	REI	6378	FORMAL APPEAL	3/31/2025 11:58:45 AM	Secondary	SCULLY, DONOVAN GANDALF	211 FROG POND LN	MARSHALL	NC	28753	MADISON	574.84	N	574.84	0.00		0.00
2024	0000019945-2024-2024-0000-00	658976	REI	6378	FORMAL APPEAL	3/31/2025 11:58:45 AM	Secondary	SCULLY, DONOVAN GANDALF	211 FROG POND LN	MARSHALL	NC	28753	MADISON	159.68	N	0.00	0.00	WALNUT FD	159.68
2024	0000020187-2024-2024-0000-00	414	REI	6336	FORMAL APPEAL	3/24/2025 8:56:12 PM	Others/Secondary	ROBINSON, WELDON	873 FLYNN BRANCH RD	MARSHALL	NC	28753	MADISON	201.56	N	201.56	0.00		0.00
2024	0000020813-2024-2024-0000-00	823	REI	6273	FORMAL APPEAL	3/21/2025 3:23:46 PM		FOXFIRE PROPERTIES, LLC	698 LEISURE LN	MARSHALL	NC	28753	MADISON	1,053.06	N	1,053.06	0.00		0.00
2024	0000021150-2024-2024-0000-00	4821	REI	6336	FORMAL APPEAL	3/24/2025 8:47:23 PM	Secondary	GILLIS, WILLIAM P	184 WHITT BRANCH RD	WEAVERVILLE	NC	28787	MADISON	75.34	N	75.34	0.00		0.00
2024	0000021150-2024-2024-0000-00	4821	REI	6336	FORMAL APPEAL	3/24/2025 8:47:23 PM	Secondary	GILLIS, WILLIAM P	184 WHITT BRANCH RD	WEAVERVILLE	NC	28787	MADISON	18.83	N	0.00	0.00	MARS HILL FD	18.83
2024	0000021708-2024-2024-0000-00	658969	REI	6196	FORMAL APPEAL	3/9/2025 7:34:39 PM		EMBLER, JAMES TRAVIS	5098 NC 213 HWY	MARSHALL	NC	28753	MADISON	1,082.02	N	1,082.02	0.00		0.00
2024	0000021708-2024-2024-0000-00	658969	REI	6196	FORMAL APPEAL	3/9/2025 7:34:39 PM		EMBLER, JAMES TRAVIS	5098 NC 213 HWY	MARSHALL	NC	28753	MADISON	270.50	N	0.00	0.00	MARS HILL FD	270.50
2024	0000567669-2024-2024-0000-00	10347	REI	6196	FORMAL APPEAL	3/9/2025 8:05:49 PM	Secondary	DELOACH, JOHN	305 RUCKEL DRIVE	NICEVILLE	FL	32578	MADISON	43.76	N	43.76	0.00		0.00
2024	0000567669-2024-2024-0000-00	10347	REI	6196	FORMAL APPEAL	3/9/2025 8:05:49 PM	Secondary	DELOACH, JOHN	305 RUCKEL DRIVE	NICEVILLE	FL	32578	MADISON	3.64	N	0.00	0.00	LAUREL FD	3.64
2024	0000567671-2024-2024-0000-00	10375	REI	6362	FORMAL APPEAL	3/25/2025 1:05:19 PM		CHANDLER, REGINA	508 BOBBY GOSNELL RD	MARSHALL	NC	28753	MADISON	60.94	N	60.94	0.00		0.00
2024	0000567671-2024-2024-0000-00	10375	REI	6362	FORMAL APPEAL	3/25/2025 1:05:19 PM		CHANDLER, REGINA	508 BOBBY GOSNELL RD	MARSHALL	NC	28753	MADISON	5.08	N	0.00	0.00	LAUREL FD	5.08
2024	0000567735-2024-2024-0000-00	13207	REI	6197	FORMAL APPEAL	3/9/2025 7:52:06 PM	Secondary	DELOACH, JOHN	305 RUCKEL DRIVE	NICEVILLE	FL	32578	MADISON	201.76	N	201.76	0.00		0.00
2024	0000567735-2024-2024-0000-00	13207	REI	6197	FORMAL APPEAL	3/9/2025 7:52:06 PM	Secondary	DELOACH, JOHN	305 RUCKEL DRIVE	NICEVILLE	FL	32578	MADISON	16.82	N	0.00	0.00	LAUREL FD	16.82
2024	0000567875-2024-2024-0000-00	15791	REI	6258	FORMAL APPEAL	3/17/2025 2:28:17 PM		COATES, VERLON KENNETH	42 CLAY BRADLEY RD	MARSHALL	NC	28753	MADISON	42.00	N	42.00	0.00		0.00
2024	0000567875-2024-2024-0000-00	15791	REI	6258	FORMAL APPEAL	3/17/2025 2:28:17 PM		COATES, VERLON KENNETH	42 CLAY BRADLEY RD	MARSHALL	NC	28753	MADISON	10.50	N	0.00	0.00	MARS HILL FD	10.50
2024	0000568136-2024-2024-0000-00	19346	REI	6373	FORMAL APPEAL	3/31/2025 11:20:41 AM		REESE, RICHARD	1124 BLUFF MTN. ROAD	HOT SPRINGS	NC	28743	MADISON	69.10	N	69.10	0.00		0.00
2024	0000568136-2024-2024-0000-00	19346	REI	6373	FORMAL APPEAL	3/31/2025 11:20:41 AM		REESE, RICHARD	1124 BLUFF MTN. ROAD	HOT SPRINGS	NC	28743	MADISON	7.67	N	0.00	0.00	SPRING CREEK FD	7.67
2024	0000568365-2024-2024-0000-00	5649	REI	6173	Landfill error	3/5/2025 5:23:11 PM	Secondary	BULLMAN, JIMMY DALE	48 J BULLMAN ROAD	MARSHALL	NC	28753	MADISON	180.00	N	0.00	180.00		0.00
2024	0000568422-2024-2024-0000-00	658443	REI	6330	FORMAL APPEAL	3/24/2025 8:27:07 PM		SHELTON, KENNETH DOYLE	471 AMOS CREEK RD.	MARSHALL	NC	28753	MADISON	83.86	N	83.86	0.00		0.00
2024	0000568422-2024-2024-0000-00	658443	REI	6330	FORMAL APPEAL	3/24/2025 8:27:07 PM		SHELTON, KENNETH DOYLE	471 AMOS CREEK RD.	MARSHALL	NC	28753	MADISON	6.99	N	0.00	0.00	LAUREL FD	6.99
2024	0000568893-2024-2024-0000-00	659540	REI	6360	FORMAL APPEAL	3/25/2025 12:57:33 PM		CHANDLER, COLLIS TERRY	PO BOX 921	MARSHALL	NC	28753	MADISON	129.69	N	129.69	0.00		0.00
2024	0000568893-2024-2024-0000-00	659540	REI	6360	FORMAL APPEAL	3/25/2025 12:57:33 PM		CHANDLER, COLLIS TERRY	PO BOX 921	MARSHALL	NC	28753	MADISON	28.82	N	0.00	0.00	SMOKEY MOUNTAIN FD	28.82
2024	0000568911-2024-2024-0000-00	659544	REI	6277	FORMAL APPEAL	3/24/2025 12:02:17 PM		4710 HOLDINGS, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	328.64	N	328.64	0.00		0.00
2024	0000568911-2024-2024-0000-00	659544	REI	6277	FORMAL APPEAL	3/24/2025 12:02:17 PM		4710 HOLDINGS, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	82.16	N	0.00	0.00	EBBS CHAPEL FD	82.16
2024	0000569479-2024-2024-0000-00	659692	REI	6141	FORMAL APPEAL	3/3/2025 3:14:49 PM		BLANKENSHIP, CRYSTAL	632 OSCAR YOUNG ROAD	MARS HILL	NC	28754	MADISON	1,214.74	N	1,214.74	0.00		0.00
2024	0000569479-2024-2024-0000-00	659692	REI	6141	FORMAL APPEAL	3/3/2025 3:14:49 PM		BLANKENSHIP, CRYSTAL	632 OSCAR YOUNG ROAD	MARS HILL	NC	28754	MADISON	303.69	N	0.00	0.00	MARS HILL FD	303.69
2024	0000569521-2024-2024-0000-00	659739	REI	6257	FORMAL APPEAL	3/17/2025 2:26:48 PM		COATES, VERLON KENNETH	42 CLAY BRADLEY ROAD	MARSHALL	NC	28753	MADISON	25.41	N	25.41	0.00		0.00
2024	0000569521-2024-2024-0000-00	659739	REI	6257	FORMAL APPEAL	3/17/2025 2:26:48 PM		COATES, VERLON KENNETH	42 CLAY BRADLEY ROAD	MARSHALL	NC	28753	MADISON	6.35	N	0.00	0.00	MARS HILL FD	6.35
2024	0000569521-2024-2024-0000-00	659739	REI	6259	FORMAL APPEAL	3/17/2025 2:30:49 PM		COATES, VERLON KENNETH	42 CLAY BRADLEY ROAD	MARSHALL	NC	28753	MADISON	1.08	N	1.08	0.00		0.00
2024	0000569521-2024-2024-0000-00	659739	REI	6259	FORMAL APPEAL	3/17/2025 2:30:49 PM		COATES, VERLON KENNETH	42 CLAY BRADLEY ROAD	MARSHALL	NC	28753	MADISON	0.27	N	0.00	0.00	MARS HILL FD	0.27
2024	0000572309-2024-2024-0000-00	660290	REI	6168	Landfill error	3/5/2025 3:55:25 PM	Secondary	HUDSON, TIMOTHY L	510 COW MOUNTAIN RD	MARSHALL	NC	28753	MADISON	180.00	N	0.00	180.00		0.00
2024	0000572588-2024-2024-0000-00	660382	REI	6310	FORMAL APPEAL	3/24/2025 6:40:06 PM		PARKINSON, TRACY SCOTT	10 GRACE COURT	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572589-2024-2024-0000-00	660383	REI	6290	FORMAL APPEAL	3/24/2025 6:02:25 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572590-2024-2024-0000-00	660384	REI	6291	FORMAL APPEAL	3/24/2025 6:04:14 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572591-2024-2024-0000-00	660385	REI	6292	FORMAL APPEAL	3/24/2025 6:06:04 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572592-2024-2024-0000-00	660386	REI	6293	FORMAL APPEAL	3/24/2025 6:07:41 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572593-2024-2024-0000-00	660387	REI	6311	FORMAL APPEAL	3/24/2025 6:42:36 PM	Secondary	APPLE, ROBERT M.	PO BOX 246	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572594-2024-2024-0000-00	660388	REI	6318	FORMAL APPEAL	3/24/2025 7:09:19 PM	Secondary	ROZEBOOM, DAVID JOHN	PO BOX 6774	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572595-2024-2024-0000-00	660389	REI	6294	FORMAL APPEAL	3/24/2025 6:09:28 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572596-2024-2024-0000-00	660390	REI	6295	FORMAL APPEAL	3/24/2025 6:10:58 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572597-2024-2024-0000-00	660391	REI	6296	FORMAL APPEAL	3/24/2025 6:12:16 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572598-2024-2024-0000-00	660392	REI	6297	FORMAL APPEAL	3/24/2025 6:13:40 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000572642-2024-2024-0000-00	660579	REI	6284	FORMAL APPEAL	3/24/2025 4:05:49 PM		STONY WOODS ESTATE, LLC	300 MULBERRY LN	MARSHALL	NC	28753	MADISON	4,909.53	N	4,909.53	0.00		0.00
2024	0000573019-2024-2024-0000-01	660703	REI	6372	FORMAL APPEAL	3/31/2025 11:12:23 AM		NORTON, LESTER	686 CARGILE BRANCH RD	MARSHALL	NC	28753	MADISON	189.89	N	189.89	0.00		0.00

2024	0000573019-2024-2024-0000-01	660703	REI	6372	FORMAL APPEAL	3/31/2025 11:12:23 AM		NORTON, LESTER	686 CARGILE BRANCH RD	MARSHALL	NC	28753	MADISON	47.47	N	0.00	0.00	MARS HILL FD	47.47
2024	0000573026-2024-2024-0000-00	660708	REI	6232	FORMAL APPEAL	3/16/2025 4:21:41 PM		MOUNTAIN PARTNERS, LLC, A FLORIDA CORPORATION DBA MOUNTAIN PARTNERS MANAGEMENT	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON	75.16	N	75.16	0.00		0.00
2024	0000573026-2024-2024-0000-00	660708	REI	6232	FORMAL APPEAL	3/16/2025 4:21:41 PM		MOUNTAIN PARTNERS, LLC, A FLORIDA CORPORATION DBA MOUNTAIN PARTNERS MANAGEMENT	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON	18.80	N	0.00	0.00	MARS HILL FD	18.80
2024	0000573073-2024-2024-0000-00	660746	REI	6315	FORMAL APPEAL	3/24/2025 7:02:42 PM		DOMANTAY, EDWARD	144 BETHANY DR	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000573074-2024-2024-0000-00	660747	REI	6316	FORMAL APPEAL	3/24/2025 7:06:27 PM	Secondary	CARNEY, JOSEPH J.	168 BETHANY DR	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574272-2024-2024-0000-00	661175	REI	6368	FORMAL APPEAL	3/31/2025 10:31:37 AM		GREEN, JANICE LYNN	40 MASSEY LANE	MARSHALL	NC	28753	MADISON	36.42	N	36.42	0.00		0.00
2024	0000574272-2024-2024-0000-00	661175	REI	6368	FORMAL APPEAL	3/31/2025 10:31:37 AM		GREEN, JANICE LYNN	40 MASSEY LANE	MARSHALL	NC	28753	MADISON	8.09	N	0.00	0.00	SMOKEY MOUNTAIN FD	8.09
2024	0000574454-2024-2024-0000-00	661438	REI	6317	FORMAL APPEAL	3/24/2025 7:08:26 PM		CAMPBELL, SANDRA KAY	9 WHITE OAK PLACE	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574455-2024-2024-0000-00	661439	REI	6296	FORMAL APPEAL	3/24/2025 6:15:27 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574456-2024-2024-0000-00	661440	REI	6299	FORMAL APPEAL	3/24/2025 6:17:15 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574457-2024-2024-0000-00	661441	REI	6300	FORMAL APPEAL	3/24/2025 6:18:36 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574458-2024-2024-0000-00	661442	REI	6312	FORMAL APPEAL	3/24/2025 6:44:38 PM	Secondary	PORTER, ALVIE ROBERT	55 WHITE OAK PLACE	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574459-2024-2024-0000-00	661443	REI	6301	FORMAL APPEAL	3/24/2025 6:19:52 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574460-2024-2024-0000-00	661444	REI	6302	FORMAL APPEAL	3/24/2025 6:21:13 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574461-2024-2024-0000-00	661445	REI	6303	FORMAL APPEAL	3/24/2025 6:22:23 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574462-2024-2024-0000-00	661446	REI	6304	FORMAL APPEAL	3/24/2025 6:23:52 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574463-2024-2024-0000-00	661447	REI	6305	FORMAL APPEAL	3/24/2025 6:25:14 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574464-2024-2024-0000-00	661448	REI	6306	FORMAL APPEAL	3/24/2025 6:27:04 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574465-2024-2024-0000-00	661449	REI	6313	FORMAL APPEAL	3/24/2025 6:48:05 PM	Secondary	WORKMAN, WILLIAM VICTOR	308 BETHANY DR	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574466-2024-2024-0000-00	661450	REI	6314	FORMAL APPEAL	3/24/2025 7:00:28 PM	Secondary	KOCH, STEPHEN	295 BETHANY DRIVE	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574467-2024-2024-0000-00	661451	REI	6309	FORMAL APPEAL	3/24/2025 6:37:07 PM	Others/Secondary	REMS, HOMER D.	241 BETHANY DR	MARS HILL	NC	28754	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574468-2024-2024-0000-00	661452	REI	6307	FORMAL APPEAL	3/24/2025 6:28:19 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	54.00	N	54.00	0.00		0.00
2024	0000574468-2024-2024-0000-00	661452	REI	6307	FORMAL APPEAL	3/24/2025 6:28:19 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	13.50	N	0.00	0.00	MARS HILL FD	13.50
2024	0000574468-2024-2024-0000-01	661452	REI	6308	FORMAL APPEAL	3/24/2025 6:33:45 PM		BETH-HANAN, LLC	4710 MIDDLEBROOK PIKE	KNOXVILLE	TN	37921	MADISON	76.50	N	0.00	0.00	MARS HILL FD	76.50
2024	0000576530-2024-2024-0000-00	662105	REI	6377	FORMAL APPEAL	3/31/2025 11:56:30 AM		SAWYER, DARRELL LUTHER	52 LOCUST RIDGE	MARS HILL	NC	28754	MADISON	154.43	N	154.43	0.00		0.00
2024	0000576530-2024-2024-0000-00	662105	REI	6377	FORMAL APPEAL	3/31/2025 11:56:30 AM		SAWYER, DARRELL LUTHER	52 LOCUST RIDGE	MARS HILL	NC	28754	MADISON	38.60	N	0.00	0.00	MARS HILL FD	38.60
2024	0000576784-2024-2024-0000-00	662132	REI	6338	FORMAL APPEAL	3/24/2025 8:52:27 PM		GOFORTH, LINDSAY GAIL	3647 CHAPEL HILL ROAD	MARSHALL	NC	28753	MADISON	134.95	N	134.95	0.00		0.00
2024	0000576784-2024-2024-0000-00	662132	REI	6338	FORMAL APPEAL	3/24/2025 8:52:27 PM		GOFORTH, LINDSAY GAIL	3647 CHAPEL HILL ROAD	MARSHALL	NC	28753	MADISON	11.25	N	0.00	0.00	LAUREL FD	11.25
2024	0000577084-2024-2024-0000-00	662253	REI	6376	FORMAL APPEAL	3/31/2025 11:54:21 AM	Secondary	ROFF, TORY STEVEN	1915 LEONARD ST NW	GRAND RAPIDS	MI	49504	MADISON	265.63	N	265.63	0.00		0.00
2024	0000577084-2024-2024-0000-00	662253	REI	6376	FORMAL APPEAL	3/31/2025 11:54:21 AM	Secondary	ROFF, TORY STEVEN	1915 LEONARD ST NW	GRAND RAPIDS	MI	49504	MADISON	59.03	N	0.00	0.00	SMOKEY MOUNTAIN FD	59.03
2024	0000577182-2024-2024-0000-00		IND	6169	Duplication	3/5/2025 4:17:59 PM		BENNETT, MATTHEW T	2369 UPPER BRUSH CREEK RDREEK	MARSHALL	NC	28753	MADISON	5.59	N	5.59	0.00		0.00
2024	0000577182-2024-2024-0000-00		IND	6169	Duplication	3/5/2025 4:17:59 PM		BENNETT, MATTHEW T	2369 UPPER BRUSH CREEK RDREEK	MARSHALL	NC	28753	MADISON	1.55	N	0.00	0.00	WALNUT FD	1.55
2024	0000577433-2024-2024-0000-00	662366	REI	6233	FORMAL APPEAL	3/16/2025 4:23:41 PM		MOUNTAIN PARTNERS, LLC, A FLORIDA CORPORATION DBA MOUNTAIN PARTNERS MANAGEMENT	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON	2,950.79	N	2,950.79	0.00		0.00
2024	0000577433-2024-2024-0000-00	662366	REI	6233	FORMAL APPEAL	3/16/2025 4:23:41 PM		MOUNTAIN PARTNERS, LLC, A FLORIDA CORPORATION DBA MOUNTAIN PARTNERS MANAGEMENT	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON	737.69	N	0.00	0.00	MARS HILL FD	737.69
2024	0000577547-2024-2024-0000-00	662440	REI	6179	Landfill error	3/6/2025 12:44:46 PM	Secondary	GALVIN, JOAN P.	57 INGLEWOOD ROAD	ASHEVILLE	NC	28804	MADISON	180.00	N	0.00	180.00		0.00
2024	0000577551-2024-2024-0000-00	662444	REI	6234	FORMAL APPEAL	3/16/2025 4:26:51 PM		MOUNTAIN PARTNERS, LLC, A FLORIDA CORPORATION DBA MOUNTAIN PARTNERS MANAGEMENT	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON	170.74	N	170.74	0.00		0.00
2024	0000577551-2024-2024-0000-00	662444	REI	6234	FORMAL APPEAL	3/16/2025 4:26:51 PM		MOUNTAIN PARTNERS, LLC, A FLORIDA CORPORATION DBA MOUNTAIN PARTNERS MANAGEMENT	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON	42.69	N	0.00	0.00	MARS HILL FD	42.69
2024	0000577668-2024-2024-0000-00	662524	REI	6235	FORMAL APPEAL	3/16/2025 4:30:36 PM		MOUNTAIN PARTNERS, LLC, A FLORIDA CORPORATION DBA MOUNTAIN PARTNERS MANAGEMENT	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON	384.59	N	384.59	0.00		0.00
2024	0000577668-2024-2024-0000-00	662524	REI	6235	FORMAL APPEAL	3/16/2025 4:30:36 PM		MOUNTAIN PARTNERS, LLC, A FLORIDA CORPORATION DBA MOUNTAIN PARTNERS MANAGEMENT	100 BRANCER DRIVE	MARS HILL	NC	28754	MADISON	96.17	N	0.00	0.00	MARS HILL FD	96.17
2024	0000577958-2024-2024-0000-00	662631	REI	6193	FORMAL APPEAL	3/9/2025 5:42:17 PM	Secondary	FISHER, RAY A.	640 TWEED ROAD	MARSHALL	NC	28753	MADISON	13.27	N	13.27	0.00		0.00
2024	0000577958-2024-2024-0000-00	662631	REI	6193	FORMAL APPEAL	3/9/2025 5:42:17 PM	Secondary	FISHER, RAY A.	640 TWEED ROAD	MARSHALL	NC	28753	MADISON	2.95	N	0.00	0.00	SMOKEY MOUNTAIN FD	2.95
2024	0000577996-2024-2024-0000-00	662645	REI	6287	FORMAL APPEAL	3/24/2025 4:16:53 PM		ARROWOOD, SANDRA	7089 BIG LAUREL ROAD	MARSHALL	NC	28753	MADISON	57.15	N	57.15	0.00		0.00
2024	0000577998-2024-2024-0000-00	662645	REI	6287	FORMAL APPEAL	3/24/2025 4:16:53 PM		ARROWOOD, SANDRA	7089 BIG LAUREL ROAD	MARSHALL	NC	28753	MADISON	4.76	N	0.00	0.00	LAUREL FD	4.76
2024	0000577999-2024-2024-0000-00	662646	REI	6367	FORMAL APPEAL	3/31/2025 10:28:51 AM		ARROWOOD, SANDRA	7089 BIG LAUREL ROAD	MARSHALL	NC	28753	MADISON	10.81	N	10.81	0.00		0.00
2024	0000577999-2024-2024-0000-00	662646	REI	6367	FORMAL APPEAL	3/31/2025 10:28:51 AM		ARROWOOD, SANDRA	7089 BIG LAUREL ROAD	MARSHALL	NC	28753	MADISON	0.90	N	0.00	0.00	LAUREL FD	0.90
2024	0000578000-2024-2024-0000-00	662647	REI	6286	FORMAL APPEAL	3/24/2025 4:25:09 PM		ARROWOOD, SANDRA	7089 BIG LAUREL ROAD	MARSHALL	NC	28753	MADISON	186.38	N	186.38	0.00		0.00
2024	0000578000-2024-2024-0000-00	662647	REI	6288	FORMAL APPEAL	3/24/2025 4:25:09 PM		ARROWOOD, SANDRA	7089 BIG LAUREL ROAD	MARSHALL	NC	28753	MADISON	15.53	N	0.00	0.00	LAUREL FD	15.53

Authorization

_____ Date:

4/3/2025

Subtotal

38,734.93	**31,958.46**	**2,360.72**	**4,414.75**

MADISON COUNTY

TAX COLLECTOR'S ANNUAL SETTLEMENT OF 2023 TAXES

SWORN REPORT STATEMENT

The sworn report presented to the Madison County Board of Commissioners on this 11th day of March 2025, by April Plemmons, Interim Tax Administrator for Madison County, contains the required information set forth in N.C.G.S 105-373 of the Machinery Act of North Carolina.

I, April Plemmons, attest to the fact that the information provided in this Annual Settlement of 2023 Taxes is accurate to the best of my knowledge and that diligent efforts to collect taxes due were made using available collection remedies as provided by the North Carolina Machinery Act.

April Plemmons

April Plemmons
Madison County Interim Tax Administrator

Subscribed and sworn to before the Madison County Board of Commissioners this the 11th day of March, 2025 at the regular monthly scheduled meeting.

Matthew Wechtel, Chairman
Madison County Board of Commissioners

ORDER OF COLLECTION

2024 TAXES

(As required by GS 105-321)

STATE OF NORTH CAROLINA
COUNTY OF MADISON

TO THE TAX COLLECTOR OF THE COUNTY OF MADISON:

YOU ARE HEREBY AUTHORIZED, EMPOWERED, AND COMMANDED TO COLLECT THE TAXES SET FORTH IN THE TAX RECORDS FILED IN THE OFFICE OF THE TAX ASSESSOR AND IN THE TAX RECEIPTS HEREWITH DELIVERED TO YOU, IN THE AMOUNTS AND FROM THE TAXPAYERS LIKEWISE THEREIN SET FORTH. SUCH TAXES ARE HEREBY DECLARED TO BE A FIRST LIEN UPON ALL REAL PROPERTY OF THE RESPECTIVE TAXPAYERS IN THE COUNTY OF MADISON, AND THIS ORDER SHALL BE A FULL AND SUFFICIENT AUTHORITY TO DIRECT, REQUIRE, AND ENABLE YOU TO LEVY ON AND SELL ANY REAL OR PERSONAL PROPERTY OF SUCH TAXPAYERS, FOR AND ON ACCOUNT THEREOF, IN ACCORDANCE WITH LAW.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 11TH DAY OF MARCH, 2025

MATTHEW WECHTEL, CHAIRMAN
MADISON COUNTY BOARD OF COMMISSIONERS

ATTEST:

CLERK TO THE BOARD
MADISON COUNTY COMMISSIONERS

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization): Madison County	Disaster Number:
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina	
Applicant's Fiscal Year (FY) Start: Month: July Day: 1	
Applicant's Federal Employer's Identification Number: 56 - 6000316	
Applicant's Federal Information Processing Standards (FIPS) Number: - 37115 -	

PRIMARY AGENT		SECONDARY AGENT	
Agent's Name	Rod Honeycutt	Agent's Name	Cade Hooker
Organization	Madison County	Organization	Madison County
Official Position	County Manager	Official Position	EM Officer
Mailing Address	107 Elizabeth Ln.	Mailing Address	348 Medical Park Dr
City ,State, Zip	Marshall, NC 28753	City ,State, Zip	Marshall, NC 28753
Daytime Telephone	(828) 649-2854	Daytime Telephone	(828) 649-3602
Facsimile Number	(828) 649-1021	Facsimile Number	(828) 649-9645
Pager or Cellular Number		Pager or Cellular Number	

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this ____ day of ____, 20__.

GOVERNING BODY		CERTIFYING OFFICIAL	
Name and Title	Board of County Commissioners	Name	Matt Wechtel
Name and Title		Official Position	Chairman, BOC
Name and Title		Daytime Telephone	(828) 649-2854

CERTIFICATION

I, Matt Wechtel, (Name) duly appointed and Chairman (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Madison County (Organization) on the 8 day of April, 2025.

Date: April 8, 2025

Signature: Matt Wechtel

Rev. 06/02

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MADISON **8 April 2025**

THIS LEASE AGREEMENT is made and entered into on this the day and year first above written, by and between, **SUE GURNEE, (hereinafter referred to as "Lessor")**, and **MADISON COUNTY, A NORTH CAROLINA BODY CORPORATE AND POLITIC, (hereinafter referred to as "Lessee")**; thus

WITNESSETH

THAT WHEREAS the Lessor, in consideration of the agreements and covenant hereinafter mentioned and expressed, to be fulfilled and performed by the Lessee, does hereby lease and let unto the Lessee for the term hereinafter specified certain premises being hereinafter referred to as the "Demised Premises" upon the following terms and provisions:

I. Term: The term of this Lease shall be as follows:

A. Month to Month Lease, commencing on 14 April 2025. Each party shall have the option of terminating the lease with ninety (90) days written notice to the other party.

II. Basic Rent: Rents hereunder shall be payable as follows:

A. Monthly rent shall be in an amount of $ 800.00 per month commencing on 14 April 2025, payable on the 14th day of each consecutive month.

III. Demised Premises: The entire space located on the left side of the ground floor including the two (2) restrooms that are located on the ground floor, less the kitchen area and small meeting space also located on the ground floor of the building which is located at 64 S Spring Street, Hot Springs, NC, together with all rights of access, easements, and appurtenances to said premises.

IV. Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.

V. Inspection: The Lessor shall have the right at all times to enter and inspect the building.

VI. Fire Insurance: The Lessor shall carry, at the Lessor's expense, fire insurance

with extended coverage insuring against loss of damage to the building and or other improvements on the premises in amounts and in companies as the Lessor in its discretion shall choose. The Lessee shall carry at the Lessee's expense fire insurance with extended coverage insuring against loss or damage to the Lessee's furnishings, fixtures, inventory, equipment, and other property situated or placed upon, in or about the demised premises. All insurance required hereby shall be kept in force during the entire term and renewals .hereof.

VII. Use of Premises by Lessee: The Lessee covenants and agrees that it will use the demised premises as Madison County Public Library Hot Springs Branch and will keep and maintain the same in compliance with all ordinances, laws, and regulations of authorities having jurisdiction thereof.

VIII. Responsibilities of Lessor and Lessee: The Lessor shall maintain the roof, structural parts, and exterior of the building, plate glass, plumbing, heating, cooling, and electrical systems, provide designated area for dumpster trash removal and disposal unless damage thereto shall result from the negligence of the Lessee, in which case the Lessee shall be responsible for the same. The Lessor shall also provide the initial library furnishings including one desk, shelves, tables, chairs, sofa, and allow for the use of the existing fireplace by the Lessee. Additionally, the Lessor shall provide an exterior space for a library book return drop, storage space for cleaning materials and paper products, digital locks to secure the space and materials, payment of all building utilities including but not limited to water, sewer, trash, internet, and electrical service. Lessor shall in no event be liable for damage to the Lessee for the stoppage, curtailment, or reduction of heat, lighting, or other service or for injury to persons or property where the cause of the failure is beyond the control of the Lessor.

Lessee shall provide any additional contentions and equipment required for the function of the Library, signage, staffing, paper products for the restrooms, weekly cleaning of the interior of the building as described in the demised premises.

IX. Taxes, Assessments, & Utilities: The Lessor shall timely list the building for ad valorem tax purposes and the Lessee shall pay all tax assessments of whatever kind or nature assessed against the building, including any tax assessed against leasehold improvements made by the Lessee. The Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on the Lessee's furnishings, fixtures, inventory, equipment, leasehold improvements and other property situated or placed upon in or about the demised premises. All taxes shall be paid prior to delinquency. The Lessor does hereby covenant and agree that it shall be solely responsible for and shall timely pay any and all internet services, water, sewer, electric utility services costs, and trash removal services.

X. Alteration and Upkeep: The Lessee shall make no additions, alterations, improvements, or partitions, or any modification of the demised premises,

without the prior written approval of the Lessor with the specific understanding that the Lessor will allow all reasonable alterations to the premises consistent with the use of the property as Madison County Public Library Hot Springs Branch. The Lessee further covenants and agrees to keep the demised premises in good condition and to surrender and to deliver up the same, together with any improvements made thereto by the Lessee at the end of the term of this Lease in as good condition and repair as the same exists on the tommencement of this Lease, reasonable wear and tear and damage by unavoidable accident excepted.

XL. Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.

XII. Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor, which said consent shall not be unreasonably withheld.

XIII. Default:

a) Each and every one and all of the following events shall constitute an event of default:

i) If the Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors.

ii) If voluntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against the Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within ten days after the institution of appointment.

iii) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.

iv) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of

performance continues for a period of fifteen days after notice thereof.

v) If the Lessee vacates or abandons the demised premises.

vi) If the interest of the Lessee is transferred, levied upon, or assigned to any other person, firm, or corporation whether voluntarily or involuntarily, except as herein permitted.

b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.

ii) To make any payment required of the Lessee herein or correct any condition required to be corrected by the Lessee and the Lessor shall have the right to enter the premises for the purpose of correcting such conditions and to remain on the premises until the complete correction of such condition. However, no expenditure by Lessor on the behalf of the Lessee shall be deemed to waive or to release the Lessee's breach hereof, and the Lessor shall retain all rights to proceed against the Lessee as set forth herein.

iii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary. The Lessor shall apply the rent received from the re-letting in the following order: (I) to sums due from the Lessee other than sums denominated in Sections 2 and 3 above as rentals, and (2) to sums denominated as rentals in Sections 2 and 3 above.previously due, and (3) to sums which were to become due in the future.

iv) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all .such money damages as the Lessor shall be entitled pursuant to the law of damages.

c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail

XIV. Subordination to Mortgages: This Lease Agreement and the rights of the Lessee shall either be subordinate or superior, at the Mortgagee's election (in the absence of an election, the Mortgage shall be superior), to the lien of any

mortgage or deed of trust placed upon the building by the Lessor, Lessor's predecessor, or Lessor's successors (hereinafter referred to as "Mortgagee") whether such mortgage is currently a lien on the building or shall hereafter become a lien on the building, and no further agreements or documents shall be required to render this Lease and the Lessee's rights subordinate to such mortgage or deed of trust. At the Lessee's request and at the Lessee's expense, the Lessor shall endeavor to obtain for the Lessee a non-disturbance agreement in recordable form providing in substance that the Lessee's tenancy shall not be disturbed nor affected by any default under the mortgage or deed of trust provided that the Lessee is not in default under any of the terms, conditions, and covenants hereof. The Lessee shall at all times upon the request of the Lessor promptly furnish documents stating that this Lease is in full force and effect, and that no defaults of the Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good standing letter". Should the Lessee fail to deliver such written documents within ten days of the Lessor's request therefore, the Lessor shall be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of the Lessee unless the Lessee has within such period provided written notice to the Lessor. ofthe Lessee's claim of the Lessor's default. Upon cure of such default the Lessee shall promptly provide notice of the same as requested by the Lessor.

XV. Trade Fixtures: It is understood and agreed between the Lessor and the Lessee that the Lessee may be locating or installing upon the demised premises certain trade fixtures. Prior to such installation the Lessee shall obtain the consent of the Lessor, which consent shall not be unreasonably withheld. The Lessee may remove any trade fixtures located upon the demised premises that is installed by the Lessee at the Lessee's own expense at any time prior to the expiration of the Lease provided that the Lessee returns the demised premises to the condition in which it was in at the time of possession and installation.

XVI. Insurance: Lessor shall maintain the following insurance policies on the property:

A. General liability policy in an amount not less than $1,000,000.00 per incident and $2,000,000.00 in the aggregate.

B. Standard flood insurance in a coverage. amount of not less than $400,00.00

XV. Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are mergs)d herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.

XVI. Construction of Lease: This lease shall not be construed more strictly against

either party regardless of which party is responsible for the preparation of the same.

XVII. Condemnation: In the event that the whole or any part of the building or demised premises shall be taken (or transfer is made under threat of condemnation) by any authority under the power of eminent domain, the Lessor shall have the option to terminate this Lease Agreement, but notwithstanding whether the Lessor exercises such option, the term hereof shall terminate as to the part taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the exercise of such power.

XVIII. Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

XIX. Notices: All notices, demands, and requests which may be or are required to be given by either party of the other shall be in writing. All notices, demands, and requests by the Lessee to the Lessor shall be delivered to her address at PO Box 584, Hot Springs, NC 28743 or at any other such place as the Lessor may from time to time designate in written notice to the Lessee. All notices, demands, and requests by the Lessor to the Lessee shall be delivered to the Lessee at PO Box 579, Marshall, NC 28753, at the demised premises, or at any such other place as the Lessee from time to time may designate in written notice to the Lessor. Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

XX. Integration Clause: Any stipulations, representations, or agreements, parol or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto in contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.

IN TESTIMONY WHEREOF the parties hereto have hereunto set their hands and have affixed their respective seals on this the day and year first above written.

Sue Gurnee, Owner

BY: _____ **(SEAL)**
Owner

MADISON COUNTY, Lessee, a body politic and corporate of the State of North Carolina

BY: _____ **(SEAL)**
Chairman, Board of Commissioners

CAPITAL PROJECT ORDINANCE FOR THE COUNTY OF MADISON, NC FOR PUBLIC SAFETY COMMUNICATIONS UPGRADES THROUGH THE CONSOLIDATED APPROPRIATIONS ACT, 2024

BE IT ORDAINED, by the County of Madison, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget to be funded by the Consolidated Appropriations Act, 2024. Funding for this project is managed by the United States Department of Justice COPS Office. The County of Madison has received $1,500,000.00 of this appropriated funding for the purpose of upgrading public safety communications within the County. The funds may be used to the extent authorized by state law.

1. Support capital upgrades to public safety communications systems within Madison County.

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Consolidated Appropriations Act, 2024 Funding
	Public Safety Communications Upgrades	EC2	$1,500,000.00
	Total		$1,500,000.00

Section 3: The following revenues are anticipated to be available to complete the project:

Consolidated Appropriations Act, 2024	**$1,500,000.00**
General Fund Transfer:	**$1,401,138.68**
Total:	**$2,901,138.68**

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreement.

Section 5: The Finance Officer is hereby directed to report the financial status of the project to the grantor agency as requested. The Grant Coordinator is hereby directed to report the programmatic status of the project to the grantor agency as requested.

Section 6: Copies of this capital project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 7: This capital project ordinance expires when all funds appropriated to Madison County by the Consolidated Appropriations Act, 2024 have been obligated, expended, and all final reports have been completed; whichever occurs sooner.

Adopted on this ____**8**_____ day of ___**April**_____, **2025**

Matthew Wechtel

Chairman, Board of Commissioners

ATTEST:

Mandy Bradley

Clerk to the Board

RESOLUTION
IN SUPPORT OF NORTH CAROLINA SENATE BILL 248

WHEREAS, the North Carolina Association of Register of Deeds (NCARD) has diligently advocated legislation to improve access to vital records for all North Carolina citizens, including those who have been adopted; and

WHEREAS Senate Bill 248 has been introduced to authorize North Carolina Register of Deeds offices to issue birth records for adopted individuals, thereby expanding access to these records at the local level; and

WHEREAS, under current law, once adopted, the original birth certificate is returned to the state office, and all indexed information is removed from the county records. The adoptee cannot obtain a copy of their birth record from the county of birth, and they must request their birth certificate from the North Carolina Office of Vital Records (NCOVR) in Raleigh, often facing significant delays and administrative challenges; and

WHEREAS Register of Deeds offices across the state have implemented the North Carolina Database Application for Vital Events (NCDAVE) system, providing access to statewide birth and death records, except in the case of adopted individuals; and

WHEREAS the passage of Senate Bill 248 would alleviate burdens on adopted individuals by allowing them to obtain their birth records in a timely manner from their local Register of Deeds office, ensuring equitable access to vital records and improved customer service; and

WHEREAS, this legislative change would streamline government services, reducing waiting times, and foster greater efficiency within the statewide vital records system; and

WHEREAS the Madison County Board of Commissioners recognizes the importance of ensuring equitable access to vital records for all residents and supports the efforts of the North Carolina Association of Register of Deeds to advance this critical legislation.

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Commissioners hereby expresses its strong support for the Senate Bill 248 and encourages its swift passage by the North Carolina General Assembly.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to members of the North Carolina General Assembly representing Madison County, as well as to the Norh Carolina Association of Register of Deeds.

Adopted this 08th day of April 2025.

Matt Wechtel, Chairman
Madison County Board of Commissioners

ATTEST:

Mandy Bradley, Clerk
Madison County Board of Commissioners

General Contractor Agreement

This general contractor agreement is between CLAYTON HONEYCUTT, an individual (the "Contractor ") and Madison County government (the "Owner").

The Owner is the registered owner of the property located at 170 Bridge St., Hot Springs, NC 28743 (the "Property").

The Owner wishes to engage the Contractor as a general contractor to perform certain Work (as defined below) on the Property for the Owner.

The Contractor is registered with the state as a contractor and has a registration number of NC51602 expiring on 12/31/2025 (renewed annually).

The Contractor wants to perform the Work on the Property in accordance with the agreed-upon scope of work.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

(a) Engagement. The Owner retains the Contractor to perform, and the Contractor shall perform, the work described in Exhibit A (the "Work").

(b) Contractor Obligations. Without limiting the scope of the Work described, the Contractor shall:

(i) perform the Work set forth in Exhibit A. However, if a conflict exists between this agreement and any term in Exhibit A, the terms in this agreement will control;

(ii) furnish all of the necessary materials, tools, machinery, supervision, relocation and, site security and perform all of the Work, all in accordance with this agreement;

(iii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Work in a timely and productive manner;

(iv) perform the Work in a safe, good, and workmanlike manner by fully trained, licensed, competent, and experienced personnel using at all times adequate equipment in good working order;

(v) perform the work according to standard industry practices and comply with all building codes and other applicable laws;

(vi) communicate with the Owner about progress the Contractor has made in performing the Work;

(vii) supply all tools, equipment, and supplies required to perform the Work, except if the Contractor's work must be performed on or with the Owner's equipment;

(viii) ensure that all materials and equipment furnished to its personnel are of good and merchantable quality, unless otherwise agreed by the Owner;

(ix) provide the Owner with appropriate releases or waivers of liens at the time of payment for any Work performed;

(x) obtain all necessary approvals for the Work from local authorities or other government entities and indemnify the Owner for any violations;

(xi) obtain insurance to protect itself and its staff against claims for property damage, bodily injury, or death due to its performance under this agreement;

(xii) at all times provide access to the Work to the Owner, the Owner's representatives, and public authorities;

(xiii) provide work (including the Work) and end products that are satisfactory and acceptable to the Owner and free of defects;

(xiv) remove any debris or other garbage from the Property, and leave the Property in broom-clean condition after the Work has been completed; and

(xv) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Owner.

(c) Owner Obligations. The Owner shall:

(i) make timely payments of amounts earned by the Contractor under this agreement;

(ii) notify the Contractor of any changes to its procedures affecting the Contractor's obligations under this agreement at least 45 days before implementing those changes; and

(iii) provide any other assistance to the Contractor as it deems reasonable and appropriate.

(d) Subcontractors. The Contractor may, in its discretion, engage licensed subcontractors to perform the Work. However, the Contractor must fully pay those subcontractors and, in all instances, will remain responsible for the completion of this agreement and the Work.

(i) The Owner must approve all subcontractors prior to engagement in work for this project.

(ii) All subcontractors must be licensed by the State of North Carolina and must be fully insured for this work.

2. TIME OF COMPLETION.

(a) Approximate Start Date. The Contractor shall start performing the Work within 15 days of contract execution by all parties.

(b) Approximate Completion Date. The Contractor shall complete the Work on or before 90 calendar days after the notice to proceed.

3. CONTRACT PRICE.

(a) Contract Sum; Payments.

(i) The Owner shall pay to the Contractor for the performance of this agreement the cost of construction as defined in subsection 3(b) below

(b) Actual Cost of Construction. The "actual cost of construction," as used in subsection 3(a)(i) above and subject to the restrictions listed in subsection 3(c) below, includes all items of cost and expense incurred by the Contractor in the performance of this agreement, including costs and expenses of labor, materials for construction, equipment and fixtures, field engineering, sales taxes, workers' compensation insurance, social security, job overhead expenses, and all other expenses directly connected with construction, and including general overhead expenses, but excluding kickbacks, rebates, and discounts received in connection with the construction of the project and excluding any return on or cost of the Contractor's working capital, that return on or cost of working capital being a part of or to be paid from the Contractor's fee or profit. The total cost of this contract is $22,800.

(c) Restrictions on Payment. This amount shall be paid only to the extent that costs are incurred by the Contractor in its performance of the Work in accordance with the provisions of this agreement.

4. PROGRESS PAYMENTS.

(a) Payments; Invoices. The Contractor may submit invoices for progress payments no more frequently than once a month and no less frequently than once each calendar quarter for Work performed during that period. The Contractor shall submit these invoices at least 15 days before the date payment is desired. Invoices will set forth total project costs incurred and be in a format consistent with the scope of work set forth in Exhibit A. Invoices must include reasonable documentation for the above to provide evidence of costs incurred, including:

(i) Staff charges: for each employee, the name, title, number of hours worked, hourly rate, and labor extension; and

(ii) Direct charges: all direct costs shall be itemized on the invoice and supported by documentation, such as vendor invoices, travel vouchers, or other documentation; and

The Owner shall pay the Contractor within the prescribed time after receipt of an invoice for a progress payment, unless the Owner determines that this payment is otherwise not properly payable under this agreement.

Withholding of Payments. The Owner may withhold payment of the Contract Price if:

(iii) the Contractor does not remedy defective Work;

(iv) the Contractor continues to fail to perform the Work in accordance with this agreement or these general conditions;

(v) there are liens or claims filed; or

(vi) the Contractor fails to make proper payments to subcontractors, workers, or suppliers for labor, materials, or equipment.

(b) Final Payment. On final acceptance by the Owner of all deliverables contained in Exhibit A, Scope of Work, the Contractor shall submit an invoice for final payment with respect to the Work, together with any supporting information and documentation the Owner. An invoice for final payment shall include the material required under subsection 4(a) above. All invoices for final payment under this agreement must be received by the Owner at the time of request for final payment by the Contractor provided that the Work has been satisfactorily performed, and further subject to receipt by the Owner of the same affirmation relative to existing liens or claims against the Contractor as set forth in subsection 4(b) above.

The Owner shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the maximum amount payable under section 3(a)(i) above, less all progress payments previously made to the Contractor with respect to those and subject to the maximum commitment set forth in subsection 4(g) below. On such final payment, the Contractor shall provide to the Owner a final release of lien stating that the Contractor has no further claims or liens against the Owner for materials or labor supplied under this Agreement.

(c) Waiver of Owner's Claims. The making of final payment constitutes a waiver of all claims by the Owner except those arising from:

(i) unsettled liens;

(ii) faulty or defective work appearing after substantial completion; or

(iii) failure of the Work to comply with the requirements of Exhibit A.

(d) Waiver of Contractor's Claims. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final payment.

(e) Maintenance of Financial Records. The owners shall keep, maintain, and preserve at its principal office throughout the term of the agreement and for a period of 4 years after acceptance of the Work, full and detailed books, accounts, and records pertaining to the performance of the agreement and the actual cost of construction, including without limitation, all bills, invoices, payrolls, subcontracting efforts, and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the Contractor in the course of such performance. The Contractor shall provide these documents to the owners at each billing period.

(f) Maximum Amount Payable. The maximum aggregate amount payable by the Owner to the Contractor under this agreement is $22,800. The Owner will not be liable for any costs or expenses incurred by the Contractor in the performance and completion of the Work in excess of this amount.

(g) Audit Rights. From time to time and at reasonable times during the term of the agreement and a reasonable period after, the Owner may inspect and audit all books, accounts, and records at the offices of the Contractor where they are then being kept, maintained, and preserved according to subsection 4(f) above. Any payment made under the agreement is subject to retroactive reduction for amounts included in those that are found by the Owner on the basis of any audit of the Contractor by the Owner or its agents not to constitute an allowable charge or cost under this

agreement.

(h) Requirement on Subcontracts. The Contractor shall include in all subcontracts, equipment leases, and purchase orders a provision requiring the subcontractor, equipment lessor, or supplier to certify its costs incurred in connection with the Work, if the Owner determines there is an identity of interest between the Owner or the Contractor and that subcontractor, equipment lessor, or supplier.

(i) Payment Failure. If the Owner fails to make any payment due, except for conditions identified in subsection 4(d) above, the Contractor may stop the Work. However, the Contractor shall resume performance of the Work and other obligations after payment or other resolution of the dispute.

5. LICENSES, PERMITS, AND INSURANCE.

(a) Licenses and Permits. The Contractor shall comply with all state and local licensing and registration requirements for the type of work performed. The Contractor shall obtain and, at its expense, pay for all licenses or permits required by law to accomplish any Work required in connection with this agreement and indemnify the Owner for any violations.

(b) Insurance. The Contractor is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees or subcontractors and shall provide the Owner with proper certificates of insurance.

6. WAIVER OF LIABILITY.

If the Contractor is injured while performing the Work, the Owner will be exempt from liability for those injuries to the fullest extent allowed by law.

7. INDEMNIFICATION.

(a) Of the Owner. The Contractor shall at all times indemnify the Owner against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "Loss") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "Litigation Expense") arising out of:

(i) any gross negligence or willful misconduct of the Contractor arising from or connected with Contractor's carrying out of its duties under this agreement;

(ii) issues relating to liability insurance, workers' compensation, and tax withholding for the Contractor's employees;

(iii) the Contractor's breach of any of its obligations, agreements, or duties under this agreement.

(b) Of the Contractor. The Owner shall at all times indemnify the Contractor against Loss or Litigation Expense caused by any breach of any of the representations or agreements made by the Owner under this agreement.

8. WARRANTY.

(a) Correction of Defective Work. The Contractor shall promptly correct any Work rejected as defective, whether observed before or after substantial completion and whether or not fabricated, installed, or completed, and shall correct any Work found to be defective or nonconforming within a period of time as may be prescribed by law. The Contractor shall correct these mistakes within a reasonable time after receiving the Owner's written instructions and at its own cost (unless otherwise agreed by the parties). However, the Contractor is not required to correct at its own cost any damage that occurred after completion of the Work, unless the parties agree that the damage occurred because of an injury that took place before the Work was completed.

(b) Normal Wear and Tear Only. The Contractor shall only be responsible for damages sustained by the Owner under conditions of normal wear and tear and shall under no circumstances be responsible for damages or losses caused by wear and tear, misuse, neglect, negligence, abuse, or accident, or because of or arising from any risk insured against in terms of the property's insurance policies. The Contractor shall under no circumstances be liable for any consequential loss or damage.

9. TERM AND TERMINATION.

(a) Term. This agreement will become effective as described in section 22. Unless it is terminated earlier in accordance with subsection 9(b), this agreement will continue until the Work has been satisfactorily completed and the Contractor has been paid in full for that Work.

(b) Termination. This agreement may be terminated:

(i) by either party on provision of 30 days' written notice to the other party, with or without cause;

(ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach;

(iii) by the Owner at any time and without prior notice, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Owner, or is guilty of serious misconduct in connection with performance under this agreement; or

(iv) automatically, on the death of the Contractor.

(c) Effect of Termination. After the termination of this agreement for any reason, the Owner shall promptly pay the Contractor for Work rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement. Without prejudice to any other remedy the Owner may have, if the Contractor defaults or persistently fails or neglects to carry out the Work or fails to perform any provision of the agreement after written notice of that failure, the Owner may make good those deficiencies and may deduct the cost of those from the payment due the Contractor or, at the Owner's option, may terminate the agreement and take possession of the site and of all materials and equipment.

10. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.

All changes in the Work ordered by the Owner must be in writing as a change order, a form of which is attached as Exhibit B. The Contract Price and time of completion, if applicable, will be increased or decreased accordingly by the parties' agreement. Any claims that the Contract Price or time of completion should be increased based on changes in the Work must be presented to the Owner by the Contractor in writing. The Owner's written approval of the Contract Price or time of completion increase must be obtained by the Contractor before any change in the Work is started. The valuation of the Contract Price change will be assessed on the basis of the valuation of similar work included in this agreement.

11. OWNERSHIP OF DRAWINGS AND OTHER ITEMS.

All drawings, reports, designs, sketches, working drawings, shop drawings, documents, certificates, plans, specifications, estimates, memoranda, analyses, calculations, models and other tangible evidence of the Contractor's work product prepared in connection with the Work shall become and remain the sole property of the Owner. The Contractor may retain copies of its work product for its records but may not use this work product (except in performing the Work) without the written consent of the Owner. Any devices (other than equipment or devices that constitute part of the Work) or methods now being used in the marketplace, and incorporated into the project, are not considered to be property of the Owner.

Innovative construction methods or mechanical devices developed by the Contractor or its subcontractors and used in connection with the Work are not considered the property of the Owner unless those methods or devices were developed by the Owner or the Owner's separate contractors.

12. MATERIALS.

(a) Types. The Contractor shall use materials in the work that are new, in compliance with all applicable laws and codes, and covered by a manufacturer's warranty (if appropriate) except as agreed in writing signed by the Owner.

(b) Ownership. Any materials that are unfixed and required to perform the Work and that are delivered to the Property under this agreement shall remain the property of the Contractor until they have been paid for by the Owner.

(c) Materials in Short Supply. If any of the materials are in short supply or are unavailable for an unreasonable amount of time, the Owner shall select alternative material of similar quality from alternative (and readily available) materials proposed by the Contractor. The Owner shall pay any difference in price between the original materials and the alternative materials.

13. GOVERNING LAW.

(a) Choice of Law. The laws of the state of North Carolina govern this agreement (without giving effect to its conflicts of law principles).

(b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Madison County, North Carolina.

(c) Attorneys' Fees. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys'

fees.

14. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

15. ASSIGNMENT AND DELEGATION.

(a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

16. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

17. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

18. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Owner:
Matthew Wechtel, Chairman, Board of Commissioners
PO Box 579, Marshall, NC 28753

If to the Contractor:
Clayton Honeycutt
943 English Ridge Drive
Mars Hill, North Carolina, 28754 wnccclay@gmail.com

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

19. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

20. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

21. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

22. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

23. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

EXHIBIT A
SCOPE OF WORK

Addition of back door to the library to enclose the space
Removal of subfloor to create access for moisture and mold remediation
Removal of studs due to removal of subfloor
Removal of suspended ceiling due to removal of studs
Removal of old heating system and equipment debris from crawlspace

Date: 4/8/25 By: _____
Matthew Wechtel

Date: 4/3/25 By: _____
Clayton Honeycutt

EXHIBIT B FORM OF CHANGE ORDER

CONSTRUCTION CHANGE ORDER

PROJECT NAME	Hot Springs Library		
LOCATION OF WORK	170 Bridge St., Hot Springs		
PROJECT MANAGER	Clayton Honeycutt	CLIENT	Kim Bellofatto/Rod Honeycutt
REQUESTING PARTY		DATE OF REQUEST	

CHANGE REQUEST OVERVIEW

DESCRIPTION OF CHANGES NEEDED	
REASON FOR CHANGE	
SUPPORT & JUSTIFICATION DOCUMENTS	*List all attached documents which support the requested change and justify any increased cost and time.*
SPECIFICATIONS	
ADDITIONAL INFORMATION	

CHANGE IN CONTRACT PRICE

ORIGINAL PRICE	
NET INCREASE / DECREASE	
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	

CHANGE IN CONTRACT TIMES

ORIGINAL TIMES	
NET INCREASE / DECREASE	
TOTAL CONTRACT TIME WITH APPROVED CHANGES	

The above prices, specifications, and conditions are satisfactory, and are hereby accepted. The Contractor is authorized to do the work as specified, and the Owner shall make payments as outlined above.

ACCEPTED BY *SIGNATURE*	
NAME & TITLE	
DATE	

APPROVED BY *SIGNATURE*	
NAME & TITLE	
DATE	

Contract Addendum I

Contractor: ___Clayton Honeycutt_____
County Department: __Madison County Government_____
Subject of Contract: ___Madison County Hot Springs Library- Demolition_____
Date/Term of Contract: ____April 8th, 2025_____

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

A. **Non-appropriation clause**

Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

B. **Dispute Resolution/Jurisdiction/Venue**
Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

C. **No pledge of taxing authority**
No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of Madison County is not pledged directly or indirectly to secure any monies due under this contract.

D. **No waiver of governmental immunity; Violation of law**
Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

E. **Conflict of Interest**

The Contractor must disclose in writing any potential conflict of interest to the County of Madison or pass through entity in accordance with federal policy. If this contract is for design, engineering, contact administration or similar services, the contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

F. **Acceleration Clause**

To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

G. **Assignment of Right**
Neither party shall sign its rights under this contract without the express written agreement of the other party.

H. **Indemnification**
The Vendor agrees to protect, defend, indemnify, and hold harmless Madison County, it's officers, employees, and agents free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, and proceedings, or causes of action of every kind in connection with or arising out of this agreement and or the performance hereof that are due, in whole or in part, to the negligence of the Vendor, it's officers, employees, subcontractors, or agents. The Vendor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear other costs and expenses related thereto.

I. **Default and Remedies**
To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

J. **E-Verify**
Effective September 4, 2013 North Carolina Local Government units are prohibited from entering into certain contracts unless the Vendor and the Vendors subcontractors, if any, comply with the requirements of North Carolina General Statutes (N.C.G.S) 64-26(a). Prior to providing any services hereunder, Vendor and Vendors subcontractors, if any, are subject to the provisions of N.C.G.S 64-26(a). The Vendor agrees to fully comply with such statute and require Vendor's subcontractors, if any, to fully comply with such statute.

K. **Contract Clauses for FEMA Public Assistance**

1. **Equal Employment Opportunity.** If this contract is a Federally Assisted Construction Contract as defined in 41 C.F.R. § 60-1.3, during the performance of this contract, the Contractor agrees as follows:
    1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Unit so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Unit agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of

Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the UNIT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the UNIT under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**
   a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).
   b. Prohibitions.
      1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
      2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
         i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
         ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
         iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system; or
         iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
   c. Exceptions. This clause does not prohibit contractors from providing (i) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
   d. Reporting requirements.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Owner: Madison County Government
PO Box 579
Marshall, NC 28753

Signature

Print Name

Chairman
Title

April 8, 2025
Date

Contractor: Clayton Honeycutt
943 English Ridge Road
Mars Hill, NC 28754

Signature

Clayton H. Honeycutt
Print Name

Contractor
Title

4/3/25
Date

The instrument has been pre-audited in the manner required by the local government budget and fiscal control act.

By: _____
Madison County Finance Officer

Public Comment Sign In
April 8, 2025

1) Danelle Pipes
2) Bryant Lindsey — OVNCST-Friend Over-mountain Victory NC State Trails
3) Connie Molland
4)

Attachment 3.1

Resolution Supporting Project GasOut and Submission of Application to the North Carolina Department of Commerce

Resolution

WHEREAS:

1. Advanced Biogas Systems, LLC (ABS), a manufacturing affiliate of Landfill Group Holdings, LLC, has proposed relocating its operations from Asheville to Hot Springs, Madison County, NC; and
2. The relocation project, known as Project GasOut, involves the purchase and renovation of the former Peerless Blowers facility located at 172 South Andrews Avenue, Hot Springs, NC; and
3. The project will contribute to economic development by creating new full-time jobs, enhancing renewable energy manufacturing capabilities, and supporting workforce training in welding, electrical systems, and assembly; and
4. The total estimated cost of the project is $3 million, including $1.4 million for the building purchase and $1.6 million for renovations; and
5. The North Carolina Department of Commerce Rural Building Reuse Program provides grant funding to assist with building renovation projects that support economic development in rural areas; and
6. Madison County recognizes the importance of this program in facilitating economic growth and improving opportunities for its residents.

NOW, THEREFORE, BE IT RESOLVED:

1. Purpose of Project: The governing board of Madison County fully supports Project GasOut, recognizing its potential to create jobs, drive economic growth, and strengthen the renewable energy manufacturing sector in the region.
2. Local Government Support: The governing board affirms its support for Project GasOut and its commitment to collaborating with Advanced Biogas Systems, LLC to ensure the successful implementation of this project.
3. Cash Match Commitment: Madison County pledges to provide a cash match equivalent to at least 5% of the grant request amount toward the project as required by the North Carolina Department of Commerce Rural Building Reuse Program guidelines.
4. Application Submission: The governing board of Madison County fully supports the submission of an application to the North Carolina Department of Commerce for funding under the Rural Building Reuse Program to assist with building renovations for Project GasOut.

BE IT FURTHER RESOLVED:

The governing board authorizes the County Manager or their designee to take all necessary actions to prepare and submit the application on behalf of Madison County and execute any agreements related to the grant if awarded.

Adopted this 8th day of April 2025 by the Governing Board of Madison County.

Signatures:

Chairperson
Madison County Board of Commissioners

County Clerk

Seal:

Madison County
Board of Commissioners

Attachment 6.1

Budget Amendment #10
April 8, 2025

Description	Line Item	Debit	Credit
Tax Administration			
Ad Valorem 2024	10.3100.2024		$ 236,448.00
Adjust to actual			
Health Department			
State Hurricane Essential Functions	10.3513.6122		$ 369,451.00
State Hurricane Essential Functions	10.5110.6122	$ 369,451.00	
State Investment Perf. Mgmt	10.3513.6123		$ 10,806.00
State Investment Perf. Mgmt	10.5110.6123	$ 10,806.00	
State Child Fatality	10.3513.3400		$ 582.00
State Child Fatality	10.5110.2990	$ 582.00	
Recording on new grants			
Transportation			
Modivcare	10.3452.5350	$ 50,000.00	
Trans HCCBG	10.3452.4110	$ 9,000.00	
Trans Medicaid	10.3452.5310		$ 13,200.00
Medicaid Passenger	10.3452.5213	$ 250.00	
Misc Income	10.3452.8460		$ 250.00
Adjust to actual			
Library			
Donations	10.3611.4116		$ 60.00
Friends of the Library	10.3611.4420		$ 1,040.93
Library Operations	10.6110.5600	$ 60.00	
Books	10.6110.5610	$ 620.93	
Childrens programming	10.6110.5801	$ 420.00	
Clerk of Court			
Facility Fees	10.3323.3300	$ 10,000.00	
Officer Fees	10.3323.3310	$ 5,000.00	
Jail Fees	10.3323.3320	$ 10,000.00	
Civil License Revocation	10.3323.3325		$ 1,000.00
Adjust to actual			
Register of Deeds			
Fees	10.3418.4100	$ 105,000.00	
Marriage License	10.3418.4110	$ 1,500.00	

NC State Treasurer	10.3418.4140	$	6,000.00		
Adjust to actual					
Developmental Services					
Inspection fees	10.3435.4100	$	100,000.00		
Adjust to actual					
Board of Elections					
Salaries: Temp	10.4170.1260			$	11,000.00
Capital Equipment	10.4170.5100	$	11,000.00		
Purchase of laptops					
Management Administration					
NC State Loan Program	10.3836.3000			$	1,601,939.25
NC State Loan Program	10.7000.3000	$	1,601,939.25		
Surplus Property	10.3100.8000			$	6,000.00
Sale of surplus propert	10.3100.1800			$	200.00
Interest	10.3831.4910			$	100,000.00
Emergency Management					
Hot Springs Library Insurance	10.3432.1900			$	3,137.67
Barnard Park Insurance	10.3432.1800			$	708.73
Sprinkle Shelton (building)	10.3432.1700			$	273,000.00
Sprinkle Shelton (contents)	10.3432.1700			$	7,813.20
Sprinkle Shelton (building)	10.3432.1700			$	120,581.29
Courthouse	10.3432.1600			$	278,143.73
Courthouse	10.3432.1600			$	49,332.64
Helene Donations	10.3433.5000			$	1,150.00
Records payments from NFIP and NCACC					
Nutrition					
Capital Equipment	10.5551.5551			$	10,000.00
Purchase of laptops					
Fire District					
Walnut Fire Dept.	15.3187.0190			$	23,000.00
Walnut Fire Dept.	15.4341.0190	$	23,000.00		
Big Pine Fire Dept.	15.3187.0175			$	25,000.00
Big Pine Fire Dept.	15.4341.0175	$	25,000.00		
Leicester Fire Dept.	15.3187.0170			$	20,000.00
Leicester Fire Dept.	15.4341.0170	$	20,000.00		
Laurel Fire Dept.	15.3187.0185			$	30,000.00
Laurel Fire Dept.	15.4341.0185	$	30,000.00		
Adjust to actual					
Occupancy Tax/ TDA					
Occupancy Tax	22.3414.1200			$	100,000.00

Madison County TDA	22.4140.1900	$	97,000.00		
Madison County	22.4140.1910	$	3,000.00		
Madison County TDA	21..3414.1200	$	97,000.00		
TDA Grants/ Events	21.4100.3960			$	97,000.00
Adjust to actual					
School Lottery Fund					
Needs Based School Lottery	10.5911.6350	$	74,031.00		
Lottery Funds	10.3591.0000			$	74,031.00
Forest Service Funds	10.5911.6700	$	70,347.51		
Sales Tax					
1/4 cent sales tax	10.3232.3115			$	68,181.05
Education/Schools					
1/4 cent sales tax	10.5911.7200	$	68,181.05		
Contingency	10.7000.0000	$	733,867.75		

We are at 75% of the FY25 budget.

Attachment 6.2

Bank balances at March 31, 2025 are as follows:

	Unrestricted	Restricted
General Fund	$ 9,357,677.02	
Debt Service Fund		$ 288,813.24
Capital Outlay Fund	$ 426,650.04	
Capital Management	$ 24,629,191.74	$ 1,857,775.88
Occupancy Tax Fund		$ 160,722.85
Revaluation Fund		$ 174,864.73
Tourism Development		$ 713,507.45
Automation Fund		$ 177,218.55
Drug Seizure Fund		$ 11,637.26
Inmate Trust Fund		$ 50,905.25
Soil & Water Conservation		$ 42,383.49
Opioid Settlement		$ 793,014.29
Courthouse SCIF Grant GPO		$ 1,174,789.12
Fairgrounds GPO		$ 1,200,548.90
Arpa Cash Management Fund	$ 4,020,801.27	$ -
Total of All Accounts:	$ 38,434,320.07	$ 6,646,181.01
New Jail Loan	$ -	(Due In February)
School Debt Service	$ -	(Due In February)
40-42 Set Aside for Schools	$ (1,996,152.56)	
Unspent Grant/Restricted Pro	$ (600,000.00)	
Adoption Promotion Fund	$ (50,182.18)	
Encumbered Amounts	$ (3,434,372.00)	
911 Funds	$ (101,969.88)	
Goldenleaf Funds	$ (78,195.00)	
Arpa Funds	$ -	
Total assigned and restricted E	$ (6,260,871.62)	

	General	Landfill
Unassigned and Unrestricted t	$ 25,527,267.44	$ (1,122,993.11)

SUMMARIES:

Percentage of budget at March 31, 2025 is:

General Fund:			YTD		
Revenues	$	2,244,733.88	$	31,090,116.22	84.48
Expenditures	$	2,121,768.46	$	21,556,202.64	57.78

General Fund	MTD		YTD		Encumbered	% OF BUDGET	Year to Date 03/24	
Revenues to Date:	$	2,244,733.88	$	31,090,116.22		84.48	$	30,691,998.13
Expenditures to Date:	$	2,121,768.46	$	21,556,202.64	$ 2,938,249.00	57.78	$	22,236,224.32
Gain/Loss to Date:	$	122,965.42	$	9,533,913.58			$	8,455,773.81

Contingency

Landfill	MTD		YTD		Encumbered	% OF BUDGET	Year to Date 03/24	
Revenues to Date:	$	106,600.26	$	2,670,880.00		91.96		
Expenditures to Date:	$	210,770.48	$	1,929,345.90		66.43	$	1,755,209.26
Gain/Loss to Date:	$	(104,170.22)	$	741,534.10				

Contingency

911 Emergency Telephone Ser	MTD		YTD		% OF BUDGET	Year to Date 03/24	
Revenues	$	7,281.71	$	49,162.67	56.26	$	65,668.00
Expenditures	$	32,891.12	$	55,881.12	46.30	$	451,157.38
Gain/Loss	$	(25,609.41)	$	(6,718.45)		$	(385,489.38)

Contingency $-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 03/24
Vehicle Tax	$ 87,757.08	$ 847,144.28	99.20	$ 954,100.34
Overages/Underages				
Ad Valorem Tax Interest	$ 22,521.62	$ 121,721.60	97.38	$ 156,121.04
Late Listing Fee	$ 1,407.54	$ 23,299.50	93.20	$ 17,755.93
Legal Fees				
2012 Ad Valorem Tax				
2013 Ad Valorem Tax	$ 2,033.00	$ 690.90		
2014 Ad Valorem Tax		$ 1,718.44	28.64	$ 6,114.35
2015 Ad Valorem Tax	$ 394.76	$ 3,115.58	44.51	$ 4,729.29
2016 Ad Valorem Tax	$ 143.92	$ 3,322.89	41.54	$ 5,386.79
2017 Ad Valorem Tax	$ 143.62	$ 3,694.70	46.18	$ 9,881.79
2018 Ad Valorem Tax	$ 283.90	$ 4,456.55	49.52	$ 11,056.96
2019 Ad Valorem Tax		$ 6,096.73	60.97	$ 17,126.10
2020 Ad Valorem Tax	$ 250.65	$ 9,713.12	97.13	$ 24,715.50
2021 Ad Valorem Tax	$ 1,705.05	$ 19,916.53	79.67	$ 60,461.04
2022 Ad Valorem Tax	$ 2,637.17	$ 33,583.95	55.97	$ 183,183.80
2023 Ad Valorem Tax	$ 20,232.99	$ 156,550.78	78.28	$ 12,713,519.64
2024 Ad Valorem Tax	$ 310,358.87	$ 14,741,497.37	110.98	$ 18,961.83
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps				
Tax Office Copies				
Returned Check				
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property				
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	$ 739,720.10	$ 4,487,531.48	63.65	$ 5,162,061.28
Gas Tax Refund/State	$ 4,164.44	$ 15,008.21	55.59	$ 19,757.72
Payment In Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	$ 11,238.29	$ 42,183.51	55.50	$ 62,190.42
Board of Elections		$ 4,611.79		$ 14,207.20
Register of Deeds	$ 24,291.00	$ 286,683.85	59.02	$ 393,584.70
Sheriff's Department	$ 200,721.12	$ 2,349,485.26	70.98	$ 2,797,645.89
Emergency Management	$ 65,790.06	$ 65,790.06	100.00	$ 20,625.00
Inspections	$ 17,654.80	$ 154,049.59	49.69	$ 276,905.73
Animal Control	$ 10,000.00	$ 65,973.02	82.98	$ 55,851.05
Transportation	$ 2,639.80	$ 391,344.42	44.84	$ 506,918.48
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJDP	$ 13,369.53	$ 203,290.35	17.93	$ 713,421.30

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 03/24
Health Department	$ 228,114.33	$ 1,572,838.26	60.91	$ 1,937,368.31
Medicaid Hold Harmless Tax	$ 104,047.37	$ 104,047.37	100.00	$ 18,295.02
Social Services	$ 276,556.68	$ 1,475,002.50	52.99	$ 1,353,520.39
AFDC				
Foster Care	$ 14,319.26	$ 95,044.88	41.15	$ 127,273.54
Medicaid				
Adoption	$ 1,800.00	$ 1,800.00	11.08	$ 2,700.00
Child Support Enforcement	$ 11,525.95	$ 91,304.10	100.75	$ 68,157.98
In Home Aides	$ 744.03	$ 11,366.97	14.65	$ 20,004.26
Beech Glen Center	$ 1,080.00	$ 8,924.20	89.69	$ 7,170.00
Nutrition	$ 986.66	$ 217,225.83	119.94	$ 153,775.35
State Lottery Funds/Education		$ 236,214.01	100.00	$ 1,112,278.62
Library	$ 12,920.53	$ 144,223.05	86.26	$ 91,508.96
Parks & Recreation	$ 1,260.00	$ 3,405.00	28.23	$ 5,018.00
Interest Earned	$ 101,391.39	$ 918,462.96	131.37	$ 888,676.09
Rent of County Property	$ 3,660.25	$ 41,695.75	69.38	$ 49,597.50
Finance/Other		$ 310,557.99	97.21	$ 197,579.04
Miscellaneous Income		$ 61,281.55		
Fund Transfer In				
Totals	$ 2,244,733.88	$ 31,090,116.22	84.48	$ 30,691,998.13

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 03/24
Governing Body	$ 7,068.31	$ 79,558.92		52.69	$ 95,662.14
Finance Office	$ 42,324.24	$ 499,875.01		52.91	$ 503,405.36
Tax Collector	$ 132,312.19	$ 518,015.55		56.02	$ 360,181.58
Land Records	$ 4,820.32	$ 81,802.36	$ 47,500.00	75.40	$ 64,128.04
Professional Services		$ 13,325.00		19.90	$ 32,500.00
Court Facilities	$ 289.40	$ 6,555.20	$ 5,527.00	17.27	$ 28,601.58
Board of Elections	$ 9,869.70	$ 215,117.83	$ 44,665.00	62.65	$ 231,075.88
Register of Deeds	$ 25,388.56	$ 255,667.93		69.67	$ 297,068.49
Register of Deeds- Automation		$ 14,135.00		100.00	
Custodial	$ 8,511.09	$ 92,499.59		58.65	$ 64,873.70
Maintenance	$ 35,101.32	$ 497,907.75	$ 33,034.00	58.77	$ 718,739.96
Sheriff's Department	$ 330,883.17	$ 3,836,979.74	$ 32,923.00	72.19	$ 3,958,077.07
Emergency Management	$ 9,145.61	$ 79,213.13		50.96	$ 49,293.36
911 Dispatchers	$ 452,836.77	$ 557,890.43	$ 21,572.00	65.33	$ 582,585.88
Fire Contract/Forest Service		$ 48,767.14		37.52	$ 36,888.97
Inspections	$ 47,976.89	$ 241,905.65		76.79	$ 241,523.55
Zoning and Planning	$ 8,243.86	$ 136,293.63		70.98	$ 38,530.05
Economic Development	$ 10,161.57	$ 88,442.07		4.20	$ 109,993.46
Medical Examiner	$ 3,625.00	$ 17,775.00		71.10	$ 14,900.00
Ambulance Service Contract	$ 142,916.67	$ 1,286,250.03	$ 1,430,833.00	74.67	$ 1,286,250.03
Animal Control	$ 31,271.05	$ 237,790.89		51.04	$ 261,678.01
Transportation - Admin	$ 1,341.03	$ 107,516.68		70.45	$ 94,469.31

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 03/24
Transportation - Operating	$ 38,508.58	$ 470,622.18	$ 1,164.00	59.92	$ 480,915.81
Transportation - Capital Outlay		$ -		-	
Transportation - EDTAP		$ 109.80			
Planning & Development	$ 574.58	$ 32,155.41		9.23	$ 92,272.83
Information Technology	$ 26,498.00	$ 286,743.83	$ 43,657.00	64.08	$ 242,284.64
Cooperative Extension	$ 24,360.74	$ 231,480.48	$ 33,159.00	58.94	$ 226,402.57
Soil & Water	$ 8,908.17	$ 110,342.29	$ 7,200.00	65.98	$ 112,583.67
Health Department	$ 281,831.39	$ 2,497,203.12	$ 304,380.00	63.20	$ 2,716,669.91
Drug Free Community	$ 8,668.96	$ 104,291.02		76.91	$ 100,841.51
MHAT	$ 8,313.46	$ 63,266.85	$ 2,200.00	47.95	$ 52,469.12
Management Admin.	$ 27,483.96	$ 444,146.97	$ 33,993.00	29.72	$ 287,375.93
Social Services	$ 283,055.33	$ 2,190,071.89	$ 5,017.00	52.16	$ 1,812,378.25
AFDC	$ -	$ 333.00		4.16	$ 1,143.79
Special Assistance	$ 9,207.00	$ 79,109.00		93.27	$ 71,203.50
State Foster Care	$ 16,282.00	$ 153,003.71		63.75	$ 110,392.10
Foster Care Program	$ 4,136.00	$ 35,573.41		17.79	$ 66,166.43
Medical Assistance Program					
Adoption Assistance	$ 2,500.00	$ 122,877.35		45.83	$ 140,751.98
Crisis Intervention					
Child Support	$ 6,732.34	$ 74,120.51	$ 1,253.00	52.71	$ 88,907.51
In Home Aides	$ 6,007.61	$ 61,283.93		30.05	$ 63,962.43
Nutrition	$ 44,003.51	$ 440,963.09	$ 4,800.00	56.77	$ 428,757.62
Education	$ 362,936.91	$ 4,495,658.31	$ 847,500.00	84.21	$ 5,142,880.96
A-B Technical College	$ 9,542.00	$ 85,878.00	$ 28,622.00	75.00	$ 85,878.00
Bank Charges	$ 1,089.40	$ 16,349.18		65.40	$ 15,450.32
Library	$ 44,911.89	$ 472,593.96	$ 9,250.00	61.79	$ 481,818.53
Parks & Recreation	$ 9,350.52	$ 140,282.50		50.02	$ 149,223.80
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	$ 2,121,768.46	$ 21,556,202.64	$ 2,938,249.00	57.78	$ 22,236,224.32

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 03/24
Transfer From Fund Balance				
Landfill Miscellaneous Fees		$ 1,735.59		
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		$ 30,518.16	169.55	$ 30,681.05
Local Tire Disposal Fee	$ 306.50	$ 2,296.25	153.08	$ 3,199.05
White Goods Tax		$ 1,497.40	22.65	$ 7,198.50
Sale of White Goods	$ 1,933.40	$ 25,012.10	161.37	$ 16,861.50
Household Hazardous Waste				
Temporary Disposal Cards	$ 4,935.00	$ 43,574.48	117.77	$ 69,565.00
Duplicate Disposal Cards	$ 255.00	$ 1,685.00	6.02	$ 4,181.35
Landfill Disposal Cost Fees	$ 13,908.13	$ 105,317.27	76.33	$ 94,131.26
Landfill Sale of Recyclables	$ 5,613.63	$ 64,497.81	169.76	$ 47,823.26
Nuisance Tires				
Disposal Cards	$ 75,450.55	$ 2,338,980.24	91.13	$ 2,273,393.11
Construction Demolition	$ 4,198.05	$ 40,017.35	90.19	$ 39,840.23
Solid Waste Disposal Distribution		$ 15,261.03	152.61	$ 14,464.01
Grant/State				
Electronics Management		$ 457.32		
Electronics (County)		$ 30.00	0.50	$ 1,262.80
Interest				
Totals	$ 106,600.26	$ 2,670,880.00	91.96	$ 2,603,269.62

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 03/24
Landfill	$ 189,607.64	$ 1,692,997.65	$ 479,881.00	65.72	$ 1,528,977.77
Recycling	$ 17,579.48	$ 216,399.17	$ 8,779.00	73.23	$ 202,508.38
Scrap Tires	$ 3,583.36	$ 19,949.08	$ 7,463.00	75.28	$ 23,723.11
White Goods					
Closure/Post Closure					
Totals	$ 210,770.48	$ 1,929,345.90	$ 496,123.00	66.43	$ 1,755,209.26

HAZARD MITIGATION GRANT PROGRAM
ACQUISITION/DEMOLITION PROJECT APPLICATION

Attachment 7.1

A. Applicant/Subapplicant Information

1. Sub-Applicant/Project Name: **Madison County Acquisition/Demolition Group 1**
2. Type: **Acquisition/Demolition**
3. Applicant/Subapplicant Type: **Local Government**
4. **Proposed Project Total Cost:** $1,689,005.75 SRMC (5%): $84,450.29
   Federal Share (75%): $1,266,754.31 Non-Fed Share (25%): $422,251.44
5. **Certifications**

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program, as contained in the program guidelines, and affirms that all information contained herein is true and correct to the best of my knowledge. The governing body of the applicant duly authorized the document, and hereby applies for the assistance documented in this application. The applicant recognizes that the project may proceed ONLY AFTER FEMA APPROVAL is granted.

Rod Honeycutt	County Manager	828 275 6848
Typed Name of Authorized Representative/Applicant Agent	*Title*	*Phone Number*

[signature]	4/10/25
Signature of Authorized Representative/Applicant Agent	*Date Signed*

6. Does your community or Tribe have a current FEMA approved hazard mitigation plan?

☐ Yes ☐ No

Title of the Plan: Buncombe Madison Regional Hazard Mitigation Plan **Adoption date:** 4/1/2021
Location of proposed project in mitigation plan strategies: Page 220 Section 9 (P-12)

Does the project align with the State/Tribal Hazard Mitigation Plan? ☒ Yes Page 4-26 Section 4.3.2.1

7. Does the community participate in the National Flood Insurance Program (NFIP)? ☐ Yes ☐ No
8. **Tax ID Number:** 56-6000316 **FIPS Code (5 digits):** 115-99115-00
   Community ID Number (6 digits): 37115 **UEI Number:** YQ96F8BJYTJ9

Has Construction started on this project? No

Has this project been funded (rec mt funds) from any other Federal program? No



Is the project in the SFHA?

Partially (Described in Scope of Work). This project includes **Five (05)** properties that are located in the SFHA. The remainder are located in the Shaded X and Unshaded X but contain risk data and benefit cost analysis that support eligibility.

9. U.S. Congressional District: Thom Tillis and Ted Budd

10. State Legislative District:

11. Primary Point of Contact

If the project is awarded, person responsible for coordinating the implementation of this grant throughout the application process.

First Name: Rod **Last Name:** Honeycutt
Title: County Manager, Madison County
Address Line 1: PO Box 579
Address Line 2:
City: Marshall **State:** NC **Zip:** 28753
Office Phone: 828-649-2854 **Mobile Phone:**
Email Address: rhoneycutt@madisoncountync.gov

12. Alternate Point of Contact

First Name: Mandy **Last Name:** Bradley
Title: Assistant County Manager, Madison County
Address Line 1: PO Box 579
Address Line 2:
City: Marshall **State:** NC **Zip:** 28753
Office Phone: 828-649-2854 **Mobile Phone:**
Email Address: mbradley@madisoncountync.gov

13. Authorized Applicant/Subapplicant Agent

MUST be the chief executive officer, mayor, or person of comparable status who is authorized to sign contracts, authorize funding allocations or payments, etc.

First Name: Rod **Last Name:** Honeycutt
Title: County Manager, Madison County
Address Line 1:
Address Line 2:
City: Marshall **State:** NC **Zip:** 28753
Office Phone: 828-649-2854 **Mobile Phone:**
Email Address: rhoneycutt@madisoncountync.gov



B. Project Narrative and Scope of Work

1. **Introductory Statement:** Madison County proposes to acquire and demolish five (5) properties impacted by flooding as a result of Tropical Storm Helene. A list of all properties is provided in the attached Primary Properties Spreadsheet along with other applicable project costs and relevant data. The deliverable for this project, goals to be reached by the Period of Performance (PoP) include acquiring and demolishing 5 properties in Madison County in order to eliminate future flood damages.

2. **Activities Description:**

   a. **Grant Agreement** – This process is initiated by the Applicant (State) to the Sub-Applicant (Community). Drafts will be provided from the Applicant (State) for review and signature of the Sub-Applicant (Community). The purpose of this document is to specify the terms and deliverables associated with the project as awarded. The Grant Agreement is an official attestation of the Scope of Work as portrayed in this application.

   b. **Kick Off** – Develop Bid Specifications and Bid Package for Services; Receive and Review Bids for Services. The Applicant will bid out for services to procure:

      i. North Carolina-certified appraisers to determine pre-disaster Fair Market Value for structures in the Scope of Work;
      ii. a licensed surveyor to conduct a "metes and bounds" survey of each property; c) research for the title opinion for each property;
      iii. and potentially, a contractor to manage the activities and paperwork for this project.

   c. **Contracts (General)** – The Applicant (State) will produce, post and review Invitations to Bid (IFB).

      i. Procurement process summary: State HMGP is responsible for procurement under its state centric model
      ii. Deliverables – Guidance Page Part 12 b.1.4

   d. **Phase 1 Non-Construction:** Conduct title search, surveys, appraisals

      i. Contract provider will conduct a detailed title search for each property to ensure that the property owner has "clear title" and that no issues arise;
      ii. conduct a "metes and bounds" survey of each property (not an Elevation Certificate) to determine the legal property lines for each parcel as a basis for resolving any potential encroachment issues;
      iii. conduct an appraisal process to determine Pre-Disaster Fair Market Value (PDFMV) for each property according to NCEM Standard Operating Procedures. PDFMV will be offered as an option to US Citizens, as captured by the Homeowner Intake



Application and HMA Guidance. The HMGP grant pays for first appraisal to determine PDFMV. If a property owner wishes to appeal, he/she can do so and procure a second appraisal at his/her expense. If the two appraisals are within 15% of each other, the higher value is determined to be the acceptable PDFMV. If the two appraisals are more than 15% of each other, the HMGP grant will pay for a third appraisal and the average of the three will be determined as final PDFMV. Duplication of benefits will be deducted from the PDFMV during closing. All appraisal summaries will be documented as FEMA closeout deliverables.

e. **Phase 2 Purchase:** Property Acquisition/Closing – The Sub-Applicant (Community) will schedule all closings with property owners of the properties that were listed in the Scope of Work. Each property will have a signed Voluntary Participation, by the owner, on file.

   i. A final HUD-1 will be executed between the property owner and the County per NCEM Acquisition SOP's. https://www.ncdps.gov/document/standard-operating-procedures-hazard-mitigation.
   ii. The Applicant (State) will review information provided for Duplication of Benefits (DoB) as it applies to the purchase of properties to remain compliant with federal regulation.

f. **Phase 3 Demolition:**

   i. **Asbestos Inspection:** Contract provider will conduct asbestos inspections for all structures in the Scope of Work, which have been acquired and are on target to be demolished.
   ii. **Demolition:** This activity is conducted by the contract provider, overseen by the Applicant (State) with the assistance of the Sub-Applicant (Community). The Contract provider will demolish and remove all contents on the parcel in accordance with HMA guidance and to satisfy the terms of the Grant Agreement. This will include abiding by asbestos abatement demolition standards and to ensure that the final parcels meet the HMA model deed restriction, HMA Guidance, and 44 CFR definitions for "open space in perpetuity". All structures will be demolished within 90 days of closing as required by 44 CFR Part 80. The applicant and The Sub-Applicant (Community) will also closely explore the role of ICC in the demolition process and coordinate with NFIP officials on ICC claim filing for demolition (as appropriate) to avoid any potential duplication of benefits. The Sub-Applicant (Community) will follow FEMA ENVIORNMENTAL PLANNING AND HISTORIC PRESERVATION Best Practices: Demolition, and Debris Removal Stipulations for FEMA Grant Funded Projects (included in this document Attachment 1).
   iii. **Deed Restriction:** Application of Deed Restriction to Acquired Parcel – The Sub-Applicant (Community) will apply a deed restriction to all acquired properties in the Scope of Work. The restrictive language will follow the 2024 HMA Policy Guide. Model

Deed Restriction Guidance to be provided to the Sub-Applicant (Community) by NCEM during the project implementation ("kick-off") meeting. The Deed Restriction will hold the acquired parcel as "open space in perpetuity" and will be recorded in the Sub-Applicant (Community) Jurisdiction's Register of Deeds. A copy of this deliverable will be provided at closeout.

g. **Closeout Process.** This process is completed by the Applicant with the assistance of the Sub-Applicant (Community). Once the scope of work is complete, HMGP Staff will then conduct a detailed site inspection of each parcel to verify 2024 HMA Policy Guide compliance. HMGP Staff will also inspect local files related to the project and also obtain copies of FEMA-required closeout deliverables referred to in the 2024 HMA Policy Guide and FEMA award letter. The HMGP program (or NCEM) will not pay the final reimbursement request ("Cost Report") from the Sub-Applicant (Community) until the final site inspection is conducted and any corrective actions "(if any) are addressed. A closeout request letter, FEMA closeout certification statement, and required deliverables will be submitted no later than the end of the 120-day administrative closeout (liquidation) period following the last day of the period of performance. Please note that any Period of Performance extension requests will be submitted to FEMA no later than 90 days prior to the end of the POP. Also, any potential re-uses of the parcel consistent with the 2024 HMA Policy Guide Model Deed Restriction will be submitted by The Sub-Applicant (Community) to the State Hazard Mitigation Officer for review and potential submission to FEMA as a request separate from the scope of this grant

3. **Geographic description and location:**

Madison County, North Carolina, is located in the western part of the state, nestled in the Appalachian Mountains. Its geographic features are marked by rugged terrain, including steep mountains, valleys, and an extensive network of rivers and streams. The county is part of the larger French Broad River watershed, which plays a key role in its water system.

Rivers and Streams

French Broad River: The French Broad River is the primary waterway running through Madison County. It flows northward, passing through the eastern part of the county before continuing into Tennessee. The French Broad River is a major tributary of the Tennessee River and plays an important role in the region's water flow. Several smaller streams feed into the French Broad River in Madison County, including:

Big Laurel Creek: A significant tributary that enters the French Broad from the west.

Little Laurel Creek: Another key tributary that joins the French Broad, draining the western slopes of the county.

Spring Creek: Spring Creek, located in the southern part of the county, is a significant tributary of the French Broad River. It flows in a generally south-to-north direction, draining the surrounding mountainous region.

Brush Creek: This creek is another notable waterway that feeds into the French Broad River, running through the county's central region.

Big Pine Creek: Flowing in the northern part of the county, Big Pine Creek drains the surrounding mountainous areas and eventually converges with the French Broad River.

Watersheds

Madison County lies within the French Broad River Basin, which is part of the larger Tennessee River Basin. This basin is a critical geographic feature for the county, and the majority of the water in the county flows into the French Broad River, which eventually empties into the Tennessee River.

The French Broad River Watershed covers much of the county's landscape, with various smaller tributaries feeding into the French Broad and draining the surrounding mountains. The river's watershed is crucial for both the local ecosystem and water resources.

Additionally, the Pigeon River Watershed affects the southeastern portion of the county. This watershed is a key component of the larger French Broad River Basin.

Topography and Hydrology

Madison County's mountainous topography, with elevations ranging from around 1,500 feet to over 6,000 feet, leads to the development of numerous fast-flowing streams and rivers that cut through deep valleys. The region experiences a high level of precipitation, which feeds into these rivers and streams, contributing to the flow of the French Broad River.

The watersheds of Madison County support a diverse range of plant and animal life, and they are crucial for local agriculture, recreation, and hydropower generation. Additionally, the quality of water in the county's rivers is a concern, as development, farming, and recreational activities can impact the health of these streams and the overall watershed.

4. **Hazard Sources:** Primary hazard type being mitigated (Flooding)
5. **Population Affected:**

Madison County, North Carolina, has experienced significant population growth and devastating flooding events between 2020 and 2025. Madison County's demographics in 2024-2025 reflect a predominantly White population with a median age of 44.5 years, a high school graduation rate of 86.5%, and a median household income of $59,505. The county exhibits a strong preference for homeownership and a high level of English proficiency among residents.

Population Trends:

2020 Census: The county's population was approximately 20,798.

2022 Estimate: The population increased to about 21,768, reflecting a 4.7% growth since 2010. USAFACTS.ORG

2023 Estimate: The population was estimated at 22,071. CENSUS.GOV

2024 Estimate: The population reached approximately 22,261, indicating a 0.86% increase from the previous year. WORLDPOPULATIONREVIEW.COM

Flooding Events and Their Impact:

Madison County has faced severe flooding events in recent years, notably:

April 2020 Flooding: Heavy rains caused significant flooding, damaging farms, homes, and infrastructure. The county experienced substantial road repairs and agricultural losses. CITIZEN-TIMES.COM

September 2024 – Hurricane Helene: This hurricane brought catastrophic flooding to the region. A house was swept away by floodwaters, and two deputies tragically lost their lives. The storm caused extensive damage, with recovery efforts estimated at over $140 million. CITIZEN-TIMES.COM

6. Need for Proposed Project (History of Hazards): Describe how proposed activity will reduce risk.

Madison County, North Carolina, is considered to have a moderate to high flood risk, primarily due to its mountainous terrain and proximity to several significant rivers and streams. Here's a detailed look at the flood risk factors for the region:

Key Flood Risk Factors - Geography and Topography:

Mountainous Terrain: Madison County's steep slopes, particularly in the Appalachian region, can contribute to rapid runoff when heavy rainfall occurs. This leads to increased flood risks, especially in valleys and along riverbanks.

Rivers and Streams: As mentioned earlier, Madison County is part of the French Broad River Watershed, with several tributaries running through the area, including Spring Creek, Big Laurel Creek, and Brush Creek. These rivers and streams are prone to flash floods, particularly during periods of heavy rain or after snowmelt in the mountains.
Flood-Prone Areas:

French Broad River Flooding: Sections of the French Broad River in Madison County, particularly in areas around Marshall, have historically been prone to flooding, especially during heavy rainfall or storms.

Spring Creek and Tributary Streams: Areas along smaller streams such as Spring Creek and Big Pine Creek are also vulnerable to localized flooding, particularly during flash floods after intense storms.

Historical Flooding Events:

Tropical Storm Fred (2021): This event caused significant damage in Madison County, particularly affecting agricultural areas and homes along rivers and creeks. The heavy rainfall overwhelmed local streams and rivers, resulting in flooded roads, destroyed infrastructure, and agricultural losses. This event highlighted the vulnerability of the area to flash flooding.

Tropical Storm Helene (2024): The county experienced devastating flooding during this storm, as flash floods from intense rainfall swept through the region. Floodwaters caused substantial damage, particularly in areas with homes and businesses near the rivers. Recovery efforts for this event were extensive and costly, highlighting the risks of major flooding events during hurricane season.

Flood Zones:

Parts of Madison County fall within FEMA flood zones, specifically the 100-year floodplain and the 500-year floodplain, meaning these areas have a significant risk of flooding over the course of a century. Communities along the French Broad River and smaller tributaries are particularly at risk, as heavy rains or storms in upstream areas can cause rapid increases in water levels, leading to flash floods.

Climate Change and Flood Risk:

Madison County, like much of the southeastern U.S., faces increasing flood risks due to climate change. Warmer temperatures lead to more frequent and intense storms, which in turn increase the risk of flash flooding. Rising temperatures can also cause more rapid snowmelt in the mountains, contributing to higher river flows and subsequent flooding.

Flood Management and Preparedness:

Floodplain Management: Madison County participates in FEMA's National Flood Insurance Program (NFIP), which encourages floodplain management and provides opportunities for flood insurance for residents. However, flood insurance rates can be high in flood-prone areas.

Flood Warning Systems: The county, along with local emergency management, utilizes weather alerts and warning systems to alert residents in case of rising water levels or imminent floods.

Community Resilience: Efforts are being made to strengthen community resilience, including investments in infrastructure, floodplain mapping, and improved stormwater management systems.

Flood Risk Mitigation Strategies:

Floodplain Zoning and Development Restrictions: In areas with high flood risk, stricter zoning regulations limit the type of development that can occur, especially in floodplains.
Building Codes: There are local building codes that require flood-resistant construction techniques in flood-prone areas, such as elevating structures above anticipated flood levels.

Stream Restoration and Wetland Preservation: Efforts to restore streams and wetlands can help absorb excess floodwater, reducing the impact of flooding on surrounding communities.

Madison County's flood risk is influenced by its geography, proximity to rivers, and historical flooding events. The county faces significant flood threats, especially in areas near the French Broad River and its tributaries. While flood management and preparedness measures are in place, climate change and increasing rainfall intensity will continue to pose challenges for flood mitigation in the region.

7. **Describe how the mitigation activity will be completed:** See Item #2 above
8. **Technical Feasibility and Effectiveness:** Property acquisitions will fully eliminate the flood risk into the future.
9. **Management Roles:**

   The State HMGP Section has introduced the "State Centric" program, in which the HMGP Staff will directly manage contracts and work completion. The sub-applicant staff will continue to serve as the local government agency with final authority on permitting and inspections. Below is a quick guide of major project steps and who is responsible for those.

   State – Contracts, Reporting to FEMA, Reimbursements, Cost Overruns.
   Local – Reporting to State, Permitting, Deed Restrictions, Inspections, Long Term Maintenance.
   Contractors – Complete construction or demolition.

10. **Alternatives 1 No Action** If no action is taken future events of this type will continue to affect the community and population. Taking no action further leaves this community at risk considering affects from Tropical Storm Fred (2021) and most recently Tropical Storm Helene (2024).
11. **Alternative 2 Elevation** HMGP is a voluntary program. Property owners associated with this sub-application have elected to participate in acquisition demolition.

    Selected Alternative: Acquisition/Demolition is the preferred mitigation activity because it fully eliminates future flood risk and is the preferred by the owner.

12. Describe adjacent structures

Photographic material is provided with the project application. Photos are provided for each property to include a street view to demonstrate the surrounding structures and landscape.

13. Post-Mitigation Use

After demolition of the acquired structures on the properties, the land will be used as follows:

- ☐ Park/recreational
- ☐ Wetlands management
- ☐ Nature reserve
- ☐ Cultivation
- ☐ Grazing
- ☐ Camping
- ☐ Unimproved / Unpaved use
- ☒ Other open space use, in accordance with 44 CFR § Part 80 Subpart C, please describe:

There are no immediate plans to re-purpose this land. Should the sub-applicant decide there is a need for re-purposing later, a land use request will be submitted through HMGP to FEMA for approval.

C. Environmental Planning and Historic Preservation Considerations

ENVIRONMENTAL REQUIREMENTS

The applicant ***must*** provide certain environmental documentation to the state before the State and FEMA can adequately review any proposed project. The Council on Environmental Quality (CEQ) has developed regulations to implement the National Environmental Policy Act (NEPA). These regulations, as set forth in Title 40, Code of the Federal Regulations (CFR) Parts 1500-1508, require an investigation of the potential environmental impacts of a proposed federal action, and an evaluation of alternatives as part of the environmental assessment process. The FEMA regulations that establish the agency-specific process for implementing NEPA are set forth in 44 CFR Subpart 10.

As any proposed project requires specific documentation relative to its potential effect on the physical, biological and built environment, the below sections will assist you in insuring proper documentation is submitted for your respective project. In some instances, additional documentation may be required prior to funding.

NOTE: In coordinating with the below listed agencies, please provide several original photographs of the project site and adjacent area/structures, a description of the project referencing structure/site addresses, and a map of sufficient scale and detail that show the project site and surrounding project area (area of potential effects).



Attach documentation (letters, permits, etc.) from coordination with the following Federal and State agencies. For region-specific contacts, addresses, and phone numbers, please refer to Appendix A of this handbook.

Environmental Requirement	Coordinating Agency	Attached
National Historic Preservation Act: Historical Structures and Archeological Resources		
Does your project affect or is it in close proximity to any buildings or structures of any kind? **No**	State Historic Preservation Office	
Does your project involve disturbance of ground? **Yes, <24in**		
Endangered Species Act and Fish and Wildlife Coordination Act		
Does your project remove vegetation? **No**	U.S. Department of the Interior (Fish and Wildlife Service) & North Carolina Wildlife Resources	
Is your project in or near any type of waterway or body of water? (within ½ mile) **Yes**		
Is the project not contained within existing structures, or may it result in changes or potential effects to the natural environment? **No**		
Are there threatened or endangered species or their critical habitat present in the project area or within the county the project is located within? **None Known**		
Will this activity require an Aquatic Resource Alteration Permit? **No**		
Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)		
Will the project involve work near or in a waterway, dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designed as " waters of the U.S." as identified by the US Army Corps of Engineers or on the National Wetland Inventory? **No**	U.S. Army Corps of Engineers & North Carolina Department of Environment and Conservation (Environmental Assistance Centers)	
Will the project require a National Pollutant Discharge Elimination System (NPDES) permit from the U.S. Environmental Protection Agency? **No**	North Carolina Department of Environment and Conservation (Environmental Assistance Centers)	
Executive Order 11988 (Floodplain Management)		
Is the project located in a FEMA identified 100- or 500-year floodplain (on a FIRM map), in a FEMA identified floodway, or identified as a floodplain through some other source? **Yes**	National Flood Insurance Program	
Does the project alter a watercourse, water flood patterns, or a drainage way, regardless of its floodplain designation? Will the activity require a CLOMR (Conditional Letter of Map Revision)? **No**	U.S. Army Corps of Engineers & National Flood Insurance Program	
Farmland Protection Policy Act		
Will the project convert more than 5 acres of farmland outside community limits and require documentation from the USDA National Resource Conservation Service (Prime, Unique or other Important Farmlands)? **No**	U.S. Department of Agricultural (National Resources Conservation Service)	

Environmental Requirement	Coordinating Agency	Attached to Application
Hazardous and Toxic Materials		
Is there a reason to suspect there are contaminants from a current or part use on the property associated with the proposed project? **No**	Hazardous Materials Property Survey Individual Property Survey Form (In Appendix G of the Handbook) and/or North Carolina Department of	
Are there any studies, investigations, or enforcement action related to the property associated with the proposed project? **None Known**		
Do any project construction or operation activities involve the use of hazardous or toxic materials, i.e., asbestos, lead paint, heavy metals, etc.?		



No	Environment and Conservation (Environmental Assistance Centers)	
Do you know what the current and past land-uses are of the property affected by the proposed project and the adjacent properties? No		
Executive Order 12898, Environmental/Historic Preservation Justice for Low Income and Minority Populations		
Is the project in an area of low income or minority populations and require documentation on Environmental Justice information (census, economics, housing, and employment)? Yes	North Carolina Department of Environment and Conservation (Environmental Assistance Centers)	
Will the project cause any changes that may affect nearby low income or minority populations, result in adverse effects, or change availability of services? No		
Other Environmental Laws or Issues		
Are there any controversial issues associated with this project? No	Local Applicant Narrative	
Have you conducted any public meetings or solicited public input or comments on your specific proposed mitigation activity(ies)? Yes	Local Applicant Narrative	
Will this activity require a Construction Storm water Permit? No	North Carolina Department of Environment and Conservation (Environmental Assistance Centers)	

Additional Comments

Enter any additional comments related to environmental concerns for the proposed project if desired.

D. Environmental Additional

1. Has the public been notified or provided input? If so, provide dates and method of outreach. If not, describe any planned public engagement activities for the project.

Final Public Notices have been published with instructions to communicate questions and concerns to the funding agency and the applicant (State).

2. Describe any agency coordination and permits obtained for the project. Provide copies of these if applicable.

Coordination has been made with USACE (HMGP will coordinate as required), SHPO (FEMA EHP will coordinate as required), NCWRC (HMGP will coordinate as required), CAMA (Where appropriate) and NCDOT (HMGP will coordinate as required). No issues have been made known from those communications.

Permitting will be processed and recorded as appropriate, post award.

3. Describe any studies that have been conducted for the project. Provide copies of these if applicable.

No studies have been conducted (relative to this event) prior to the submission of this project.

4. Describe the project activities in the floodplain, if applicable.



Location: Various (Lat/Lon provided on attached spreadsheet).

5. Describe any known hazardous or contaminated materials at the project site including underground tanks. Describe how underground tanks (e.g., fuel, septic) would be removed or decommissioned in place. If the project requires the use of hazardous materials (including herbicides), describe their use and best management practices to minimize environmental exposure.

No hazardous materials have been identified or are expected. Should those be discovered, work will stop and situation addressed according to the FEMA ENVIORNMENTAL PLANNING AND HISTORIC PRESERVATION Best Practices (Attachment 1) and the State's LIDS posted on site.

6. Does your project involve the use of imported fill? ☐ YES ☐ NO

If yes, describe the type and source of the fill material.

None anticipated

7. If the project would remove vegetation for any reason, describe the type and amount or area of vegetation (e.g., two oak trees, one-quarter acre of turf grass). Describe how vegetation would be removed, if applicable (e.g., root ball removal, flush cut, dug up, chemical weed killer). If using herbicides, describe best management practices for their use. Estimate during which season(s) or months vegetation removal would occur. Will the project replant or restore vegetation when construction is complete? Describe the plants that would be installed and the equipment and methods to be used. Would any special techniques be used to ensure survival of the plants/ seeds (e.g., mulch, irrigation, protective fencing)?

No removal of vegetation is planned outside of the demolition. This application includes grading and seeding for each parcel.

8. List any best management practices that would be used during project construction.



Refer to: FEMA ENVIORNMENTAL PLANNING AND HISTORIC PRESERVATION Best Practices (Attachment 1)

E. Estimated Work Schedule

Task/Activity	Start Month	Duration (Months)
State Contracting		3
Procure Demolition Bids/Services		3
Property Survey and Initial Inspections (Asbestos)		3
Title Work and Appraisal		3
Property Acquisition (Purchase)		6
Demolition of Structure		14
Grade and Seed		6
Final Inspections		4
Recordation of Deeds		6
Total Project PoP		48
Total timeline (must not exceed 48 months):		

F. Budget Estimating

1. Costing Methodology

The method(s) used to estimate project costs is (provide backup documentation for method(s) used):

☐ Estimates obtained from construction contractors and similar vendors

☐ Historical data from previous projects/activities with an inflation factor, as needed

☐ Property appraiser

☐ Local property tax assessment data

☐ Online real estate web sites☐ RS Means, Marshall & Swift, or other national cost estimating service

☐ Other, please explain:



Generally, estimating costs is conducted through like-type projects within the community, use of professional estimating platforms (RSMeans) and analogous reporting from HMGP based on trends, averages and real time project reimbursements.

Detailed costs analysis based on historical budgeting for like-type projects within the community. Specifically, as

that relates to demolition, removal, grading/seeding and associated work. The purchase of properties is estimated using tax card value and tax multiplier and will be supported by an official appraisal and offer to purchase, post award.

2. **Pre-Disaster Fair market value** will be determined by:

☐ Single appraisal, performed by licensed appraisers, provided by the jurisdiction.

The final Mitigation Offer to a property owner will be based on the value assigned to a property ("purchase offer") and applicable additions (such as supplemental housing or insurance incentive payments) and deductions (such as Duplication of Benefits). The jurisdiction will ensure that all property owners are treated fairly and are offered an equitable package of benefits. The jurisdiction will inform each property owner, in writing, of the market value (pre-event or current) of the property and the method used to determine the final Mitigation Offer.

☐ Statistical sampling of property values and use of an adjustment factor, conducted by subrecipient.

When determining the value for a large number of structures, the Applicant/Sub-Applicant may conduct appraisals to establish a statistical sampling of property values and develop an adjustment factor to apply to tax-assessed values so that they reasonably reflect each property's market value.



3. Cost Estimate

The Applicant/Subapplicant must ensure that all project costs are reasonable and necessary for the activity according to 2 CFR § Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
Common example line items are included below:

Task/Activity	Cost
Admin Legal Fees	$37,875.00
Estimated Fair Market Value	$1,459,662.00
Project Inspection Fees	$29,000.00
Site Work	$1,000.00
Demolition	$110,000.00
Miscellaneous	$51,468.00
Total costs	$1,689,005.75
Total federal share (75%)	$1,266,754.31
Total nonfederal share (25%)	$422,251.44

4. Budget Narrative

Provide a budget narrative with explanations, justifications, and line-item details of the project costs noted in the table above. Attach an additional sheet if necessary.

Define cost line items, provide information of how they were estimated, and disclose any assumptions to justify the values used.

Note – The SF-424C rounds up to the nearest dollar. Figures above reflect the actual.

This would be a narrative specific to the line items and estimated offer to purchase

Sub-recipient management costs - $84,450.29



G. Nonfederal Funding Share (25% of Total Project Costs)

List all sources and amounts used in the nonfederal share, including all in-kind services. In-kind services may not exceed the 25% nonfederal share. Attach letters of funding commitment for each source.

Source	Name of Source Agency	Type of Funding	Amount	Commitment Letter Attached
State	NCEM	Cash	$422,251.44	☐ Yes ☐ No
Describe	Describe	Describe	$	☐ Yes ☐ No
Describe	Describe	Describe	$	☐ Yes ☐ No

H. Additional Requirements

Check each box below to acknowledge the requirements.

1. Duplication of Benefits

☑ The jurisdiction will ensure no Duplication of Benefits occurs by coordinating with the homeowners, state, tribal, and territory counterparts and FEMA to determine possible sources of duplication and deducting these sums when determining the Mitigation Offers to be made to the homeowners.

2. Duplication of Programs

☑ Properties acquired under this program must be permanently converted to open space and will be unavailable for future development, therefore, the jurisdiction will coordinate with the appropriate federal agencies in accordance with 44 CFR § 80.13 to ensure that other federal actions are not anticipated that would affect the parcels under consideration for acquisition for open space. See list of required documentation/consultation letters below.

3. Demolition Requirement

☑ The jurisdiction will demolish existing structures within 90 days of closing as required by 44 CFR § Part 80 Subpart C and will coordinate with the state/tribe and FEMA to request an extension if circumstances warrant.

4. Clear Title

(TBD) Prior to final transfer of title, the local jurisdiction will review the title report to ensure no incompatible easements or encumbrances exist on the property being acquired. All incompatible easements and encumbrances will be extinguished prior to or during property settlement.



5. FEMA Model Deed Restriction Language

☑ The acquired properties will be deed restricted using the FEMA Model Deed Restriction language. The deeds to the properties will be transferred to the Sub-Applicant (Community) with restrictions imposed for the sites to remain as open space in perpetuity as defined in 44 CFR § Part 80 Subparts B & C and as identified above under Post Mitigation Use.

6. Monitoring and Property Maintenance Requirement

☑ The jurisdiction will perform all monitoring and maintenance of the acquired properties in perpetuity or until ownership of the land is transferred (dependent upon FEMA approval), at which time the new owner will monitor and maintain the property in accordance with grant requirements.

I. Cost-Effectiveness

1. The Cost-Effectiveness methodology used for this project is:

☑ Pre-Calculated Benefits: The properties to be acquired meet the criteria for pre-calculated benefits for acquisition for structures located in Special Flood Hazard Areas (SFHA) and have an average cost equal to or less than $775,411.00. If the structure, or any portion of the structure lies within the 100-year SFHA, the structure can use the pre-calculated benefits. This must be demonstrated with maps that show the structure's footprint delineated against the SFHA. Alternatively, the First Floor Elevation (FFE) and Base Flood Elevation (BFE) can be provided for each structure. If the FFE is lower than the BFE, pre-calculated benefits can be used to demonstrate cost-effectiveness.

Note: For projects that contain multiple structures, the average cost of all structures in the project must meet the stated criterion.

☑ Substantially Damaged Structures: The properties to be acquired meet the criteria for the Substantial Damage Waiver. The acquisition of structures that are declared Substantially Damaged (from any origin) and located in a riverine SFHA on a preliminary or effective FIRM is considered cost-effective. When this methodology is used, the project application must include certification that the structures meet these conditions. Substantial Damage Waivers for the properties are attached for this purpose.

☑ Benefit-Cost Analysis Software: Cost-effectiveness for this project has been calculated using the FEMA-approved using Pre-Calculated Benefit. The Benefit-Cost Ratio has been determined to be: 2.35. Attached spreadsheet describes costs and benefit comparisons.

J. Required Documentation Attached

☑ Photos of each property

☑ Tax card/tax assessor information for each property



- [x] Substantial Damage Letters/Certification, as applicable
- [x] Primary Properties spreadsheets
- [x] Voluntary Interest Documentation
- [x] Documentation of Fair Market Value. This project will include (select one):
  - [x] Pre-event, fair market value offers only. Nationality as established by Citizenship forms.
  - [ ] Current fair market value offers only.
  - [ ] A combination of pre-event and current FMV offers. Complete and thorough documentation is included to clarify the decision-making process and identify which homeowners received pre-event and which received current FMV offers.
- [x] Citizenship Forms, if using Pre-Event Fair Market Value (Declaration & Release Form 90-69B)
- [x] Property Site Map(s)
- [x] FIRMette Map(s)
- [ ] Flood Hazard Data (FEMA Flood Insurance Study, independent engineering study used to assess flood risk for the project, or historical flood event data)
- [x] Consultation Documentation (HMA Guidance Addendum, A.6.6)
  - **USACE** – the jurisdiction must demonstrate that it has consulted with USACE regarding each subject property's potential use for the construction of a flood levee system (including berms, floodwalls, and dikes).
  - **Department of Transportation (DOT)** – the jurisdiction must demonstrate that it has consulted with the relevant state DOT to ensure that plans do not contain any improvements or enhancements to federal aid systems or other state transportation projects that would affect the proposed project area under consideration.
  - **Other Federal Agency** – the jurisdiction must demonstrate that it has consulted with other federal agencies as appropriate, regarding other program requirements and/or activities, and have identified the relationship between them to FEMA mitigation grant activities and funding.
- [x] SHPO Consultation

  SHPO response needed if:
  (1) structure is or will be 45 years or older at the time of FEMA application review;
  (2) new ground is being disturbed; or
  (3) project is located in a Historic District.
  This applies to all properties including alternates.
- [x] Export of the BCA tool and PDF of BCA Report (if applicable) and supporting documentation
- [ ] Fund commitment letter(s), which list(s) the sources and amounts used in the nonfederal share requirement.



- [x] Assurances (112-0-3C or 20-16C, and SF-LLL if applicable)
- [x] Completed SF-424d (Construction Programs)
- [x] Completed SF-424c (Budget Information for Construction Programs)
- [x] Detailed budget with additional budget narrative if box provided is not sufficient.
- [x] Designated Authorized Agent Documentation designating authority for the signatory to sign contracts, authorize funding allocations or payments, or apply grant funding that is signed by the ruling body of the applicant
- [x] FEMA Model Deed Restriction
- [x] FEMA Statement of Assurances

Other comments, information, or explanation:

Enter explanations, justifications, and details here, as needed.



Attachment 1

FEMA ENVIORNMENTAL PLANNING AND HISTORIC PRESERVATION
Best Practices:
Demolition, and Debris Removal Stipulations for FEMA Grant Funded Projects

State of North Carolina

The following best management practices (BMPs) are for FEMA funded demolition projects. The following BMPs apply to the FEMA approved demolition of buildings and structures, associated utilities, and paved surfaces and associated activities including ground-disturbance and materials disposal.

GENERAL APPROACH TO MINIMIZE IMPACT TO SOIL:

- Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.

- When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.

- Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils. Avoid working in soft soils during or immediately after rain events.

- Where feasible possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.

- Excavation and burial of vegetative and house debris on the individual site is prohibited.

ACTIVITY SPECIFIC GUIDELINES:

Demolition Activities

- Basement Foundation Removal: Removal of structural foundations and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.

- Foundation Slab/Driveway/Sidewalk Removal: Limit excavation to private property to within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than six (6) inches below the depth of the asphalt/concrete to minimize soil disturbance.



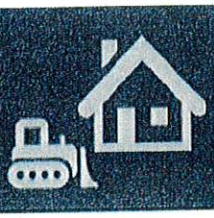
- Oil Tank Location/Removal:
    - Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.
    - The Recipient is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process).
    - When working with hazardous waste disposal, all Resource Conservation and Recovery Act (RCRA) and State Hazardous Materials and Solid Waste (SHM&SW) requirements will be adhered to.
    - The contractor will limit potential soil disturbance within proximity of the oil tank.
- Septic Tanks: In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel, or other acceptable material. The area must be graded and vegetative cover established.
- Utility Lines: Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

DEMOLITION-RELATED DISPOSAL ACTIVITIES:

The following non-exhaustive summary provides guidance on the disposal of hazardous materials which may be associated with demolition. Please refer to applicable federal, state, and local requirements when disposing of demolition-related materials.

Asbestos Abatement and Demolition Requirements:

- The handling of asbestos can release hazardous particulate matter and consideration should be made to treat it with the same Best Management Practices (BMP) to reduce worker and citizen exposures.
- All building demolition/renovation projects require the submission of a completed *Asbestos Permit Application and Notification (DHHS-3768)* form to the Health Hazards Control Unit (HHCU) of the NC Department of Public Health in Raleigh, NC.
    - HHCU contact for asbestos removal (919)-707-5950
    - Evidence that this form has been submitted to the NC Department of Public Health must be submitted to FEMA-EHP at or prior to final project closeout.



- County Specific Ordinances

  - For building demolition/renovation projects in Madison County, applicants must also coordinate with local offices regarding air pollution. For more details see:

    - Madison County: WNC Regional Air Quality (828) 250-6777

- All contractors and employees must use best management practices to reduce generation of dust and particulates indicative of the release of asbestos and asbestos-containing materials into the air to: o Minimize worker and citizen exposure to hazardous substances, and

  - *For Commercial and congregate housing over four (4) units:* Demolition must comply with the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP).

  - *For single-family homes, personal use structures (e.g., garages, sheds) and congregant housing with four (4) units or less*: The demolition of and resultant debris is exempt from the provisions of the Asbestos NESHAP.

- The primary accepted BMP is to treat all storm-related construction/demolition debris as potentially asbestos contaminated material and maintain it in a wet condition through all phases of the operation including demolition, handling, transportation, and disposal.

- When working with the disposal of asbestos, all RCRA and SHM&SW requirements will be adhered to.

Asbestos Continued, Other Issues:

- Burning: Burning associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials.

- Salvage: Salvaging associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials.

- Grinding: Grinding associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials.

Lead Based Paint:

- The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing storm damaged buildings within the State of North Carolina.

NCDEQ Links and Contacts

- For additional guidance, please see North Carolina Division of Environmental Quality
- *Branch Director:* Michael Abraczinskas, *Michael.Abraczinskas@ncdenr.gov*, 919-707-8447
- *Regional Office Contacts* Regional Offices



Attachment 2

NCEM HMGP
BEST PRACTICES FOR HMGP PROJECTS
(Post on Site)

The following is provided to serve as guidance and directive for all residential Hazard Mitigation projects regardless of project type or funding source. These may include the acquisition and demolition, elevation or demolition and rebuild of residential structures. While the information provided here is centered around demolition as those project types are the most impactful with relation to ground disturbance and environmental/historical impacts.

General Approach to Minimize Impact to Soil:

o Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.

o When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.

o Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils.

o Whenever possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.

o Excavation and burial of debris on site is prohibited.

Activity Specific Guidelines:

o Debris Removal

• Avoid removal of trees. Instead cut trunks to ground level and leave root balls in place. Removal of uprooted trees and woody debris from historic landscapes, historic parks, undisturbed ground, and historic districts (but not along public rights-of-way) requires additional historic review. Removal of standing trees will require consultation with United States Fish and Wildlife Raleigh, NC office. If, during the course of the project, any deviation is made from the planned activities work must be halted and verification provided by the Sub-Applicant.



Foundation Removal

- Removal of all structure foundation and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.

Slab/Driveway/Sidewalk Removal

- Limit excavation to private property: within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than one (1) foot below the depth of the asphalt/concrete to minimize soil disturbance.

Oil Tank Location/Removal

- Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.

- The Sub-Applicant is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process). The contractor will limit potential soil disturbance that may include using smaller machines with two (2) foot wide buckets.

Septic Tanks

- In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel or other acceptable material. The area must be graded and vegetative cover established.

    - Utility Lines

- Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

    - Cemetery Buffer Zone

        - Allow a 25 ft. buffer zone around cemeteries for all demolition projects.

Treatment of Unanticipated Discoveries:

- Archaeological Materials/Human Remains

If human remains or archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are uncovered during ground disturbing activities, work shall stop immediately in the vicinity of the discovery and all measures taken to avoid or minimize harm to the finds. The Sub-



Applicant will ensure that the archaeological discovery is secured in place, access to the sensitive area restricted, and all measures taken to avoid further disturbance. The Sub-Applicant's contractor will immediately notify the Sub-Applicant of the discovery, with the Sub-Applicant contacting the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. The documentation will be used by the agencies only for identification purposes and not duplicated or shared (remain confidential in accordance with 36 CFR § 800.11(c)). Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO, Tribes, and other consulting parties as necessary – whether the discovery warrants additional examination and how to proceed in accordance with 36 CFR § 800.

If human remains are encountered during permitted activities, all work shall stop, and OSA/ SHPO/THPO and FEMA contacted immediately. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist and the Executive Director of the North Carolina Commission of Indian Affairs, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP's "Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects" (February 23, 2007) and any State-specific policies that may be enforced.

Asbestos Abatement Requirements:

- An asbestos survey is required for each property to determine the presence of asbestos prior to conducting a Hazard Mitigation and/or Public Assistance Project.
- Could be financially prudent for sub-grantee to contract all surveys within their area to one contractor. This allows for seamless transition.
- Asbestos surveys can only be conducted by North Carolina accredited asbestos inspectors.
- All suspect friable and non-friable asbestos containing building materials (ACBM) must be tested for asbestos content. Any material having laboratory results greater than 1% asbestos is considered asbestos-containing.
- The notification form, DHHS 3768, "Asbestos Permit Application and Notification for Demolition/Renovation" is required to be submitted to the HHCU before renovation/demolition activities begin that would involve the removal of at least 160 square feet, 260 linear feet or 35 cubic feet of friable/regulated asbestos. This form is required ten working days before the renovation/demolition activity can begin. Even if no asbestos was identified during the asbestos survey, this form is still required ten working days before the demolition activity begins.

Lead Based Paint

- The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing residential structures.

Docks and Piers

- Any dock or pier located on a parcel being acquired by a sub-recipient or the recipient will have all decking material above water removed. All support structures will remain in place as to not disturb the environment or wildlife habitats. It is recommended, not required, that sub-recipient mark (as appropriate) and beams, posts or obstacles that remain to ensure waterway safety.



Elevation of Structures

- All construction must comply with the above and meet ASCE 24-14 standards

- If it is determined that the elevation of a residential structure need access ramps or substantial access and entryway, there may exist the need for a "No Rise" certification. These plans should be determined during the feasibility and design phase of the project. If a "No Rise" Certification is necessary that will be reported to the NC HMGP Section to coordinate EHP Review.

- If it is determined that utilities need to be moved or altered to be code compliant or to better meet the needs of the structure, those will be identified in the feasibility and design phase of the project. Any change to the nature of the utility's location needs to be reported to the NC HMGP Section to coordinate EHP Review.

- The structure location before and after must be precisely recorded. This will be captured during the pre-mitigation and post-mitigation surveys. The structure location is important in the environmental and historic preservation review. Any alteration to the structure's location over the course of the project should be reported through the Sub-Applicant to the State for EHP Coordination.

- Staging areas and work site preparation should utilize timber, matting or other forms of base material to reduce the impact on the soil and terrain.

FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with this "Best Practices" document. Failure to comply with these stipulations may jeopardize the Sub-Applicant's receipt of federal funding.

FEMA, North Carolina Office of State Archaeology (OSA), State Historic Preservation Office (SHPO), and Tribal Historic Preservation Office (THPO) have agreed that the Sub-Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as "Best Practices: Acquisition, Demolition, and Debris Removal Stipulations for HMGP Projects," as part of FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.

HAZARD MITIGATION GRANT PROGRAM
ACQUISITION/DEMOLITION PROJECT APPLICATION

Attachment 3

North Carolina Division of Emergency Management

Maintenance Agreement

All Applicants must sign this maintenance agreement should the proposed project involve the retrofit or modification of existing public property or result in the public ownership or management of property, structures, equipment, or facilities.

Madison County, of the State of North Carolina, here by agrees that if it receives any Federal aid as a result of attached project application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of any property, structures, equipment or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsivities as keeping vacant land clear of debris; stream channel, culverts, and storm drain clear of obstructions and debris; detention/retention ponds free of debris, trees, and woody growth; and maintaining equipment in an operable state.

By signing this agreement, the Applicant acknowledges and accepts maintenance responsibility to preserve the long-term mitigation effectiveness of the project. It does not replace, supersede, or add to any other maintenance responsibilities imposed be Federal laws or regulations which are in force on the date of the project award.

ROD HONEYCUTT

(Name of Representative/Agent)

COUNTY MANAGER

(Title of Representative/Agent)

(Signature of Representative/Agent)

4/10/25

(Date)



Attachment 4

Model Statement of Assurances for Property Acquisition Projects

Madison County Acquisition
State of North Carolina

As the duly authorized representative of the sub-applicant, I certify that the sub-applicant:

1. Will ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the Sub-applicant will not use its eminent domain authority to acquire their property for the project purposes should negotiations fail;

2. Will ensure each property owner will be informed, in writing, of what the Sub-applicant considers to be the fair market value of the property. The Sub-applicant will use the Model Statement of Voluntary Transaction to document this and will provide a copy for each property after award;

3. Will accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open-space uses. The Sub-applicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. The community will seek FEMA approval for any changes in language differing from the Model Deed Restriction.

4. Will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;

5. Will demonstrate that it has consulted with the US Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open-space;

6. Will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the Federal aid systems are under consideration that will affect the subject property;

7. Will remove existing structures within 90 days of settlement;

8. Post grant award, will ensure that a property interested is conveyed only with the prior approval of the FEMA Regional Director and only to another public entity or to a qualified conservation organization pursuant to 26 CFR 1.170A-14;



9. Will submit every three years to the Grantee, who will then submit to the FEMA Regional Director, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the Grantee and FEMA, its representatives, designated authorities, and assigns are responsible for taking measures to bring the property back into compliance; and

10. Will not seek or accept the provision of, after settlement, disaster assistance for any purpose from any Federal entity with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified assurances and certifications.

ROD HONEYCUTT COUNTY MANAGER Name & Title of Authorized Agent

[signature] / 4/10/25 Signature / Date Signed

MODIFIED AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Madison County ("Owner") and Hyatt Pipeline, LLC ("Contractor").

Effective Date of Agreement: January 16, 2025 - Approved by Madison Co. 4/8/25

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of a new 300,000-gallon water storage tank, 350 GPM booster pump station, approximately 23,500 LF of 8-inch DIP water line, 2,250 LF of 12-inch DIP water line, 275 LF of steel encasement, valves, hydrants, and other appurtenances.

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by McGill Associates, P.A. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed within 360 calendar days and completed and ready for final payment in accordance with the Modified General Conditions within 390 calendar days.

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3.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Modified General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each calendar day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each calendar day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A, and 4.01.B below:

A. For lump sum work an amount equal to the percentage completed of specific items of work provided by the Contractor as a schedule of values for the Lump Sum work.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The unit price for each item is as supplied in the Bid for the project.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Modified General Conditions. Applications for Payment will be processed by Engineer as provided in the Modified General Conditions.

5.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Modified General Conditions (and in the case of Unit Price Work based on the number of units completed).

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Modified General Conditions.

    a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the Modified General Conditions and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the Modified General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has reviewed all General and Supplementary Conditions applicable to the Work.

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

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procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 6.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – MISCELLANEOUS

7.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the Modified General Conditions and the Supplementary Conditions.

7.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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7.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. Other bonds.
5. Notice of Award.
6. Modified General Conditions.
7. Supplementary Conditions.
8. Specifications as identified in the table of contents of the bound Project Manual.
9. Drawings consisting of bearing the following general title: Contract A – Town of Marshall Highway 213 Water System Improvements
10. Addenda (numbers 1 through 1, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Modified General Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER: Madison County

By: [signature]

Title: Chairman

Attest: [signature]

Title: Clerk

Address for giving notices:

Madison County

107 Elizabeth Lane

Marshall, NC 28753

Pre-Audit Statement: This instrument has been preaudited in the manner required by the Local Budget and Fiscal Control Act as amended.

By: Kay Ledford

Title: Finance Officer

Date: 4/2/25

Approved as to Form:

By:

Title:

Date:

CONTRACTOR: Hyatt Pipeline, LLC

Hyatt Pipeline LLC

By: Robert J Hyatt

Title: OWNER

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: J. Mulkey

Title: Payroll Manager

Address for giving notices:

PO Box 136

Candler NC 28715

License No.: 75332

Agent for service of process:

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Change Order No. One

Date of Issuance: April 1, 2025 Effective Date: April 1, 2025

Project: Highway 213 Water System Improvements – Contract A Marshall	Owner: Madison County	Owner's Contract No.: SRP-D-ARP-0206
Contract: Highway 213 Water System Improvements – Contract A Marshall		Date of Contract: 01/16/2025
Contractor: Hyatt Pipeline, LLC		Engineer's Project No.: 22.00333

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Project is to be divided into two phases with Phase I being pipe work and Phase II being the pump station and tank. Phase II will have a delay start date of 120 days.

Attachments (list documents supporting change):
Summary of change order items:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $4,790,402.30	Original Contract Times: ☐ Working ☒ Calendar days Substantial completion (days or date): 360 Ready for final payment (days or date): 390
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: $0	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: $4,790,402.30	Contract Times prior to this Change Order: Substantial completion (days or date): 360 Ready for final payment (days or date): 390
[Increase] [~~Decrease~~] of this Change Order: $0	[Increase] [~~Decrease~~] of this Change Order: Substantial completion (days or date): 0 Ready for final payment (days or date): 0
Contract Price incorporating this Change Order: $4,790,402.30	Contract Times with all approved Change Orders: Substantial completion (days or date): 360 Ready for final payment (days or date): 390

RECOMMENDED: McGill Associates	ACCEPTED:	ACCEPTED:
Engineer: M. Keith Webb	Owner:	Contractor:
Print: M. Keith Webb	Print: Matt Weithel	Print: J.Mellski Project Manager
Date: 4-1-25	Date: April 8, 2025	Date: 04/01/2025
Approved by Funding Agency (if applicable):		Date:

Notice to Proceed

Date: April 8th, 2025

Project: Contract A – Town of Marshall Highway 213 Water Improvements	
Owner: Madison County	DWI #.: SRP-D-ARP-0206
Contract: Contract A – Town of Marshall Highway 213 Water Improvements	Engineer's Project No.: 22.00333
Contractor: Hyatt Pipeline, LLC	
Contractor's Address: 492 Buckeye Cove Rd. Canton, NC 28716	

You are notified that the Contract Times under the above Contract will commence to run on April 8th, 2025. On or before the 10th day following this date, you are to commence work and start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion is April 3rd, 2026, and the date of Final Completion is May 3rd, 2026.

Hyatt Pipeline, LLC	Madison County
Contractor	Owner
	Given by:
Authorized Signature	Authorized Signature
	Chairman
Title	Title
	April 8, 2025
Date	Date